

IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH AT
AMARAVATI

W.P.No.

OF 2025

CHRONOLOGICAL / RUNNING INDEX

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3.		Writ Petition	-do-	-do-	3-4
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7.	P1	Copy of Proceedings U/S 83(2) of A.P.Endowments Order/SVLNSD-LEGALOJI/94/2024.	19-01-2025	-do-	22-29
8.	P2	Copy of Proceedings of A.P.Endowments Order/SVLNSD-LEGALOJI/94/2024.	13-12-2024	-do-	30-32
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DATE: 03-02-2025
AMARAVATI

Counsel for the Petitioner

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MEMORANDUM OF WRIT PETITION
(SPECIAL ORIGINAL JURISDICTION)
(UNDER ART. 226 OF THE CONSTITUTION OF INDIA)
IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH AT
AMARAVATI

W.P. NO.

OF 2025

Between:

Seetharaman Badri Narayan,
S/o. Radhrakrishnan Seetharaman,
Aged about 52 years, Resident of D.No. 13-28-7/102,
Pudigedda Towers, Dandu Bazar, Maharanipet,
Visakhapatnam, Visakhapatnam District. ...Petitioner

AND

1. The State of Andhra Pradesh, Rep. by its Principal Secretary,
Revenue (Endowments) Department, Secretariat Building,
Velagapudi, Guntur District.
2. The Commissioner of Endowments,
Gollapudi, Vijayawada, N.T.R. District.
3. Sri Varaha Lakshmi Narasimhaswamivari Devasathanam,
Rep. by its Executive Officer, Simhachalam,
Visakhapatnam District. ...Respondents

The address for service on the above named Petitioners is that of
their counsel M/s. M. DEVI PRASAD (18696) V. DUSHYANTH
REDDY (22744) SURYA TEJA ANUMOLU (24858) Advocates F.No. D.7,
Asrita Appartment, Back side N.R.I. Hospital, CHINNAKAKANI, GUNTUR
DISTRICT, 522503. 9581205354

For the reasons stated in the accompanying affidavit, it is hereby
prayed that this Hon'ble Court may be pleased to issue a Writ of
Mandamus, or other appropriate writ, order or direction, declaring the
action of the respondents more particularly Respondent No.3 in issuing
the order vide bearing SVLNSD-LEGLOJ1/94/2024 dated 19/01/2025
directing the petitioner to vacate the land measuring to an extent of
534 Sq.yards in Sy.No. 47 and 48 situated at Madhavadhara Village,

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Visakhapatnam, Visakhapatnam District (Hereinafter referred to as 'the Act 30 of 2013') (Hereinafter referred to as "Property", as illegal, arbitrary, unreasonable, de hors jurisdiction and contrary to the Articles 14, 21 and 300-A and besides being contrary to the A.P. Charitable & Hindu Religious Institutions and Endowments Act, 1987 and consequently set aside the order vide bearing SVLNSD-LEGLOJ1/94/2024 dated 19/01/2025 issued by the Respondent No.3 and to pass such other order or orders as this Hon'ble Court may deems fit just and proper in the circumstances of the case.

DATE: 03-02-2025
AMARAVATI


Counsel for the Petitioner

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IN THE HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

W.P.NO.

of 2024

Between:

Seetharaman Badri Narayan

... Petitioner

AND

1. The State of Andhra Pradesh, Rep. by its Principal Secretary,
Revenue (Endowments) Department, Secretariat Building,
Velagapudi, Guntur District. And others

....Respondents

LIST OF EVENTS

ANNEXURE – I

S.No	Date	Description of the Events	Page Nos in Affidavit	Para No. in Affidavit
1	19.01.2025	2. It is humbly submitted that the present writ petition seeks the leave of this Hon'ble Court to declare the action of the respondents more particularly Respondent No.3 in issuing the order vide bearing SVLNSD-LEGLOJ1/94/2024 dated 19/01/2025 directing the petitioner to vacate the land measuring to an extent of 534 Sq.yards in Sy.No. 47 and 48 situated at Madhavadhara Village, Visakhapatnam, Visakhapatnam (Hereinafter referred to as 'the Act 30 of 2013') (Hereinafter referred to as " Property ", as illegal, arbitrary, unreasonable, <i>dehors</i> jurisdiction and	15	2

		contrary to the Articles 14, 21 and 300-A and besides being contrary to the A.P. Charitable & Hindu Religious Institutions and Endowments Act, 1987.		
2	06.03.2009	3. It is pertinent to submit, I and my wife are the absolute owners of the land measuring to an extent of 534 Sq.yards in Plot Nos. 19 and 20 bearing Door No. 39-8-40/5/1 in the approved layout bearing No. L.P.No. 32/1994 in Sy.Nos. 47 and 48 situated at Madhavadhara Village, Visakhapatnam District. The subject property was purchased by us from our vendor namely M/s. Navarathna Estates, rep .by its Managing Director Suresh Kumar Jain under registered sale deed dated bearing Doc. No. 3139/2015. It is further submitted that, the subject property situated in the layout, which was approved by the Urban Development Authority, Visakhapatnam in the year 1994 and obtained necessary approvals and	15 & 16	3

		<p>permissions. It is relevant to state, my vendor had constructed G+4 floor building in the subject property after obtaining necessary permissions vide proceedings dated 06.03.2009 on payment of Rs. 2,54,879/-. While things stood thus, the 3rd Respondent bearing aware of the fact the subject property is a private property tried to interfere with my peaceful possession by taking coercive steps to vacate us from the subject property, the 3rd Respondent without having any right or title over the subject property claiming right over the subject property. Subsequently, we requested them not to interfere and desist themselves from interfering in the subject property, nevertheless they have disregarded our requests and threatened us with dire consequences.</p>		
	21.12.2024	4. It is further submitted that, having no other alternative I was	16,17	4

		<p>constrained to file a W.P.No.34346 of 2015 before this Hon'ble Court seeking direction to the Respondents from interfering with the peaceful possession of the subject property. This Hon'ble Court after considering the submissions and material on record granted interim order dated 25.11.2015 directing the respondents not to disposes us from the subject property pending further orders without following due procedure, and the same is pending for adjudication before this Hon'ble Court. It is further submitted that, in compliance of the above said orders the 3rd Respondent issued a show cause notice dated 13.12.2024 directing me to submit explanation as to why they should not be evicted from the subject property within 7 days from the receipt of the notice. In furtherance to the said notice I submitted my detailed explanation dated 21.12.2024 narrating the true facts</p>		
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		along with the relevant documents and further under my reply I requested them to furnish the alleged documents under which the respondents are claiming right, enabling me to submit detailed explanation.		
	19.01.2025	5. It is submitted that, the 3 rd Respondent had issued the impugned proceedings dated 19.01.2025 directing me to vacate the subject property within 15 days failing which the encroachment shall be removed by securing the police protection. The action of the 3 rd Respondent in issuing the impugned proceedings is bereft of proper application of the mind and not in consonance of the material available on record. The impugned proceedings has been issued without considering my explanation, the 3 rd Respondent before issuing the impugned proceedings ought to provided opportunity of	17-18	5

		<p>being heard, but however issued the proceedings. On perusal of the impugned proceedings, it is observed that as the subject property was registered under Section 43 of Act 30/87 it is considered as Endowment property. The 3rd Respondent ought to have observed that, the subject property is a private property and in fact permissions and layout approvals were granted after verifying and considering the relevant documents. Further, the 3rd Respondent stated that, any transactions with regard to the property of the religious and charitable institutions without prior sanction of the Government or Commissioner, it ought to have observed that, the subject property instead it came to conclusion is a endowment property. It ought to have observed that, we and our predecessor in title are in possession of the subject property for 60 years.</p>		
	NIL	6. It is submitted that, as	18-19	6


		<p>per section 87 of A.P. Charitable & Hindu Religious Institutions and Endowments Act, 1987 it explicitly envisaged that, the presumption in respect of matters covered by Clauses (a), (b), (c), (d) and (e) in sub-section (1) is that the institution or the endowment is a public one and that the burden of proof in all such cases shall lie on the person claiming the institution or the endowment to be private or the property or money to be other than that of a religious endowment or specific endowment, as the case may be. Therefore, in view of the above the 3rd Respondent is disentitled to claim ownership rights over the subject property, without filing any application or appeal before the Endowments Tribunal to substantiate their rights over the subject property, which is a competent authority to decide the claim of the parties by passing an order. Without there being</p>		
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		any order from the competent authority the 3 rd Respondent cannot claim rights by issuing the impugned proceedings. It is relevant to state, the tribunal has the power under Section 87(1)C of the Act to decide whether any property is an endowment, if so whether it is a charitable endowment or a religious endowment; the 3 rd Respondent ought to have approached the Endowments tribunal to substantiate their ownership rights over the subject property.		
	NIL	7. it is pertinent to state, the Respondents being aware of the fact that I am in possession of the subject property, trying to interfere and disposes me at the behest of local politicians is <i>dehors</i> jurisdiction and <i>ultravires</i> the powers vested in them. The said action of the Respondent authorities is high-handed, <i>per se</i> illegal, wholly arbitrary and violative of principles of natural justice. Furthermore, the said action of the Respondent authorities is manifestly	19	7

		contrary to Art.14, 21 and 300-A of the Indian Constitution besides being contrary to the resolution. Therefore, under the circumstances stated supra, the subject matter warrants the interference of this Hon'ble Court for enforcement of Constitutional and Statutory rights of the Petitioner over the said property.		
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ANNEXURE-II

Under Article 226 of Constitution of India. 3 - 20

DATE: 03-02-2025
Amaravati
Counsel for the Petitioner

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**IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH
AT AMARAVATHI**

W.P.No. of 2025

Between:

Seetharaman Badri Narayan,
S/o. Radhrakrishnan Seetharaman,
Aged about 52 years, Resident of
D.No.13-28-7/102, Pudigedda Towers,
Dandu Bazar, Maharanipect, Visakhapatnam,
Visakhapatnam District. Respondents

And

1. The State of Andhra Pradesh, Rep. by its
Principal Secretary, Revenue (Endowments)
Department, Secretariat Building,
Velagapudi, Guntur District.
2. The Commissioner of Endowments,
Gollapudi, Vijayawada, N.T.R. District.
3. Sri Varaha Lakshmi Narasimhaswamivari
Devasathanam,
Rep.by its Executive Officer, Simhachalam,
Visakahaptnam District. ... Respondents

AFFIDAVIT

I, Seetharaman Badri Narayan, S/o. Radhrakrishnan
Seetharaman, Aged about 52 years, Resident of D.No. 13-28-
7/102, Dandu Bazar, Maharanipect, Visakhapatnam,
Visakhapatnam District, having temporarily come down to
Amaravathi, do hereby solemnly affirm and sincerely state on
oath as hereunder:

1. It is submitted I am the 1st petitioner herein and as such I am well acquainted with the facts of the case.

2. It is humbly submitted that the present writ petition seeks the leave of this Hon'ble Court to declare the action of the respondents more particularly Respondent No.3 in issuing the order vide bearing SVLNSD-LEGLOJ1/94/2024 dated 19/01/2025 directing the petitioner to vacate the land measuring to an extent of 534 Sq.yards in Sy.No. 47 and 48 situated at Madhavadhara Village, Visakhapatnam, Visakhapatnam (Hereinafter referred to as 'the Act 30 of 2013') (Hereinafter referred to as "**Property**", as illegal, arbitrary, unreasonable, *dehors* jurisdiction and contrary to the Articles 14, 21 and 300-A and besides being contrary to the A.P. Charitable & Hindu Religious Institutions and Endowments Act, 1987

3. It is pertinent to submit, I and my wife are the absolute owners of the land measuring to an extent of 534 Sq.yards in Plot Nos. 19 and 20 bearing Door No. 39-8-40/5/1 in the approved layout bearing No. L.P.No. 32/1994 in Sy.Nos. 47 and 48 situated at Madhavadhara Village, Visakhapatnam District. The subject property was purchased by us from our vendor namely M/s. Navarathna Estates, rep .by its Managing Director Suresh Kumar Jain under registered sale deed dated bearing

Doc. No. 3139/2015. It is further submitted that, the subject property situated in the layout, which was approved by the Urban Development Authority, Visakhapatnam in the year 1994 and obtained necessary approvals and permissions. It is relevant to state, my vendor had constructed G+4 floor building in the subject property after obtaining necessary permissions vide proceedings dated 06.03.2009 on payment of Rs. 2,54,879/-. While things stood thus, the 3rd Respondent bearing aware of the fact the subject property is a private property tried to interfere with my peaceful possession by taking coercive steps to vacate us from the subject property, the 3rd Respondent without having any right or title over the subject property claiming right over the subject property. Subsequently, we requested them not to interfere and desist themselves from interfering in the subject property, nevertheless they have disregarded our requests and threatened us with dire consequences.

4. It is further submitted that, having no other alternative I was constrained to file a W.P.No.34346 of 2015 before this Hon'ble Court seeking direction to the Respondents from interfering with the peaceful possession of the subject property. This Hon'ble Court after considering the submissions and material on record granted interim order dated 25.11.2015 directing the respondents not to disposes us from the subject

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property pending further orders without following due procedure, and the same is pending for adjudication before this Hon'ble Court. It is further submitted that, in compliance of the above said orders the 3rd Respondent issued a show cause notice dated 13.12.2024 directing me to submit explanation as to why they should not be evicted from the subject property within 7 days from the receipt of the notice. In furtherance to the said notice I submitted my detailed explanation dated 21.12.2024 narrating the true facts along with the relevant documents and further under my reply I requested them to furnish the alleged documents under which the respondents are claiming right, enabling me to submit detailed explanation.

5. It is submitted that, the 3rd Respondent had issued the impugned proceedings dated 19.01.2025 directing me to vacate the subject property within 15 days failing which the encroachment shall be removed by securing the police protection. The action of the 3rd Respondent in issuing the impugned proceedings is bereft of proper application of the mind and not in consonance of the material available on record. The impugned proceedings has been issued without considering my explanation, the 3rd Respondent before issuing the impugned proceedings ought to have provided opportunity of being heard, but however issued the proceedings. On perusal of the impugned proceedings, it is observed that as the subject

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property was registered under Section 43 of Act 30/87 it is considered as Endowment property. The 3rd Respondent ought to have observed that, the subject property is a private property and in fact permissions and layout approvals were granted after verifying and considering the relevant documents. Further, the 3rd Respondent stated that, any transactions with regard to the property of the religious and charitable institutions without prior sanction of the Government or Commissioner, it ought to have observed that, the subject property instead it came to conclusion is a endowment property. It ought to have observed that, we and our predecessor in title are in possession of the subject property for 60 years.

6. It is submitted that, as per section 87 of A.P. Charitable & Hindu Religious Institutions and Endowments Act, 1987 it explicitly envisaged that, the presumption in respect of matters covered by Clauses (a), (b), (c), (d) and (e) in sub-section (1) is that the institution or the endowment is a public one and that the burden of proof in all such cases shall lie on the person claiming the institution or the endowment to be private or the property or money to be other than that of a religious endowment or specific endowment, as the case may be. Therefore, in view of the above the 3rd Respondent is disentitled to claim ownership rights over the subject property, without filing any application or appeal before the Endowments Tribunal

to substantiate their rights over the subject property, which is a competent authority to decide the claim of the parties by passing an order. Without there being any order from the competent authority the 3rd Respondent cannot claim rights by issuing the impugned proceedings. It is relevant to state, the tribunal has the power under Section 87(1)C of the Act to decide whether any property is an endowment, if so whether it is a charitable endowment or a religious endowment; the 3rd Respondent ought to have approached the Endowments tribunal to substantiate their ownership rights over the subject property.

7. it is pertinent to state, the Respondents being aware of the fact that I am in possession of the subject property, trying to interfere and disposes me at the behest of local politicians is *dehors* jurisdiction and *ultravires* the powers vested in them. The said action of the Respondent authorities is high-handed, *per se* illegal, wholly arbitrary and violative of principles of natural justice. Furthermore, the said action of the Respondent authorities is manifestly contrary to Art.14, 21 and 300-A of the Indian Constitution besides being contrary to the resolution. Therefore, under the circumstances stated *supra*, the subject matter warrants the interference of this Hon'ble Court for enforcement of Constitutional and Statutory rights of the Petitioner over the said property.

8. In these circumstances, I humbly submit that I have no other effective and efficacious alternative remedy except to invoke the extraordinary jurisdiction of this Hon'ble Court under Article 226 of the Constitution of India.

9. In these circumstances, I humbly submit that I have not preferred any Civil Suit or earlier Writ in lieu of the same cause of action in the subject matter.

10. For the foregoing reasons, it is therefore prayed that this Hon'ble Court may be pleased to issue a Writ of Mandamus, or other appropriate writ, order or direction, declaring the action of the respondents more particularly Respondent No.3 in issuing the order vide bearing SVLNSD-LEGLOJ1/94/2024 dated 19/01/2025 directing the petitioner to vacate the land measuring to an extent of 534 Sq.yards in Sy.No. 47 and 48 situated at Madhavadhara Village, Visakhapatnam, Visakhapatnam District (Hereinafter referred to as 'the Act' 30 of 2013) (Hereinafter referred to as "**Property**", as illegal, arbitrary, unreasonable, *dehors* jurisdiction and contrary to the Articles 14, 21 and 300-A and besides being contrary to the A.P. Charitable & Hindu Religious Institutions and Endowments Act, 1987 and consequently set aside the order vide bearing SVLNSD-LEGLOJ1/94/2024 dated 19/01/2025 issued by the Respondent No.3 and pass such other and further orders to meet the ends of justice.

11. Therefore, it is also prayed that this Hon'ble Court may be pleased to direct the respondents not to dispossess the Petitioner from land measuring to an extent of 534 Sq.yards in Sy.No. 47 and 48 situated at Machvadhara Village, Visakhapatnam, Visakhapatnam District, pending disposal of the above writ petition and to pass such order or further orders as this Hon'ble Court may deem fit and proper in the circumstances of the case.

Sworn and signed in my presence on this

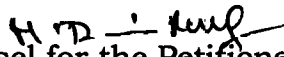
The 1st day of February, 2025

DEPONENT

BEFORE ME

ATTESTOR/ADVOCATE
VERIFICATION STATEMENT

I, Seetharaman Badri Narayan, S/o. Radhrakrishnan Seetharaman, Aged about 52 years, Resident of D.No. 13-28-7/102, Dandu Bazar, Maharanipet, Visakhapatnam, Visakhapatnam District i, the Petitioner herein, do hereby declare that the contents and facts narrated in the above paragraphs of the affidavit are true to best of my knowledge, belief, basing on information and records. Hence, verified on this the 2ND day of February, 2025.


Counsel for the Petitioner

Deponent

Exp 1

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**PROCEEDINGS U/S. 83(2) OF A.P. CHARITABLE & HINDU
RELIGIOUS INSTITUTIONS AND ENDOWMENTS ACT 30/87 (As
Amended Act 36/2023)**

Order/ SVLNSD-LEGL0J1/94/2024-19/01/2025

Between:

Sri Varaha Lakshmi Narasimha Swamy Vari Devasthanam,
Simhachalam, Visakhapatnam

.....Applicant

And

Seetharaman Badri Narayanan,
S/o. Radha Krishnan Seetharaman,
D.No.13-28-7/102,
Puligedda Towers,
Dandu Bazar, Maharani-peta,
Visakhapatnam.

@@@

....Respondent

That the respondent filed WP No.34346/2015 before the Hon'ble High Court of A.P. to declare the actions of the the 3rd respondent (Devasthanam) in preventing him in developing the property to an extent of 534 Sq.yds bearing door no. 39-8-40/5/1 covered by Sy.No.47 Part and 48 of Madhavadhara Village without issuing any notice is illegal etc., The Hon'ble High Court passed an ordered dt 25.11.2015 in WPMP No.44162/2015 in WP No.34346/2015, that "Pending further orders, the Respondents shall not disposes the petitioner from the extent of 534Sq.yds in plot no.19 & 20 bearing door no.39-8-40/5/1. Asst no's.69500/4644 in approved layout bearing LP No.32/94 covered by Sy.no.47 part and48 of Madhvadhara Village with in the limits of Greater Visakhapatnam Municipal Corporation, without following the due process of law".

Following the orders of the Hon'ble High Court, this matter is taken on file as per section 83(2) of A.P. Charitable and Hindu Religious Institutions and Endowments Act 30/1987 (As Amended

Act 36/2023).

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Sri Varaha Lakshmi Narasimha Swamy Vari Devasthanam, Simhachalam, Visakhapatnam is a Public Charitable Institution published U/Sec. 6(a)(ii) of A.P. Endowments Act 30/87. The administration and management of the temple is being governed by the provisions of the A.P. Endowments Act and the rules framed thereunder.

That Sri Varaha Lakshmi Narasimha Swamy Vari Devasthanam, Simhachalam, Visakhapatnam is the absolute owner of the property to an extent Ac8.00cts of Madhavadhara village in Sy.No.47&48(old Sy.No.1&2). The said property was donated to the Devasthanam through a registered gift deed Dt.21.02.1956 and delivered possession of the land to Devasthanam. Subsequently when dispute arose with respective Ac.3.00cts out of Ac.8.00cts of the gifted land, the same was finally went up to Hon'ble High Court of A.P in SA No.435/1970, wherein the title of Devasthanam was upheld over the subject land. The said property was already registered U/Sec. 43 of Act 30/87 and also the said property was notified U/Sec.22(A)(1)(C) of Registration Act clearly indicating that it is an endowed property. The said property was also registered U/Sec. 43 of Act 30/87 and it was notified U/Sec. 22(A)(1)(C) of Registration Act clearly indicating that it is an endowed property.

As per section 46(3) it shall until contrary is established, be presumed that all particulars entered in the Register maintained under section 43 are genuine. The same was clearly held by the full bench of the Hon'ble High Court of A.P., in 'Vinjamuri Rajagopalachari Vs State of A.P.' (2016 ALT (Rev) 41(FB)).

While considering the case, as per the orders of the Hon'ble High Court of A.P. a show cause notice in SVLNSD-LEGL0J1/94/2024, Dt.13.12.2024 was issued to him. As per the Postal Track Consignment No.RN550182145IN, the said notice was delivered on

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17.12.2024. To the said show cause notice Sri. Seetharaman Badri Narayan issued a reply dated 21.12.2024 stating that he is the owner and possessor of 534Sq.yds being plot no's.19&20 of VUDA approved layout bearing LP No.32/1994 and is covered by Sy.No.47P & 48(3) and that, denied that the Devasthanam is the absolute owner of Ac.8.00cts in Madhavadhara village having got it under the gift deed dt.21.02.1956 and that old Survey number of the land is 1&2 and the current Survey Numbers are 47 & 48 and that the Devasthanam secured a favorable order in Sy.No.435/1970 before the Honorable High Court in respect of Ac.3.00cts out of the said Ac.8.00cts etc., but failed to produce any documents supporting his case.

Hence, the contents of the reply Dt.21.12.2024 and the material averments and documents filed in WP No.34346/2015 are taken into consideration as his objections to arrive at just conclusion.

~~The main averments~~ made by the above respondents in WP No.34346/2015 are that he and his wife purchased the land to an extent of 534Sq.yds in plot no's.19&20 which is covered by Sy.No.47&48 of Madhavadhara Village through a registered sale deed in the year 2015 and that their plots in the layout was approved by Urban Development Authority in the year 1994 and that his vendor purchase the land in the year 2015 and the initial document with regard to the property is dt.26.10.1983. It is further averred that the building permission was granted for construction of G+4 floors and that the Devasthanam is nothing to do with his plots. It is also further averred that in a civil suit filed by one of the plot owners an injunction was granted against the Devasthanam. It is further stated that the Respondent and his vendors or their predecessors - in - interest are in continuous possession and enjoyment of the property for over 60years and subsequently his vendors purchased the property and subsequently the layout was approved to an extent of Ac.4.40cts and

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that the Devasthanam has no right over the property and the Devasthanam without issuing any notice seeking to interfere with their possession over the said property and after they removed the weed and take steps to rise the construction on the said plots etc., Even in the reply dt.21.12.2024, the Respondent reiterated the same.

The main contention of the respondent is that he has purchased the property through a registered sale deed in the year 2015 and tracing the title in the registered deed dt.26.10.1983.

SANCTITY OF RESPONDENTS SALE DEEDS:

The Registered Sale Deeds relied on by the respondent are and void and unenforceable. As per section 81 of the A.P. Endowments Act, any sale, exchange of any immovable property belonging to any Religious Institution or endowment is effected without the prior sanction of the Commissioner, or Government such transaction shall be and void and shall be deemed never to have been affected and accordingly no right or title in such property shall vest in any person acquiring the property by such transaction and any such property shall be deemed to be the property of the institution or endowment concerned and any person in possession of such property shall be deemed to be an encroacher. Hence, the alleged documents are and void and the respondents who are relying on such documents shall not acquire any right or title over such property. The Division Bench of Hon'ble High Court of A.P. in Secretary to Government, Revenue (Endts.) Dept. A.P. Vs Sri Swamy Ayyappa Co-op. Housing Societies Ltd., Hyderabad, clearly held that all alienations affected prior to the Act 30/87 of properties belong to any charitable or religious Endowment or institution are and void from the clear legislative declaration by Section 81 of the Act 30/87. The Hon'ble High Court of A.P. in Sri Swamy Hathiramjee Mutt, Tirupathi Vs.

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Komma Venkatamuni and others (2018 ALT (Rev.) 314) following the rider laid down in Sri Swamy Ayyappa's case held that any Sale, Exchange or mortgage of - immovable properties belonging to any charitable or religious institution or endowment is effected without prior sanction of the Commissioner or Government, such transaction shall be deemed never to have been effected and accordingly no right or title in such property shall vest in any person. Hence, the alleged sale deeds relied on by the respondent will not confer any title whatsoever in their favour. The payment of property tax or electricity charges or building permission and regularization by VUDA will not confer any title nor do they carry any presumptive value.

SANCTITY OF CIVIL COURT DECREE:

Originally the land to an extent of Ac.8.00cts situated in old survey no's.1&2(New survey no's. 47&48) of Madhavadhara Village was enjoyed by Nambala Appanna and others. The said land was mortgaged in favour of one Sanapala Seethanna vide mortgage deed dt.26.08.1935. Later, the mortgagee acquired title to the land by the virtue of sale deed dt.21.06.1937 executed by the mortgagers. The said Sanapala Seethanna and his sons donated the land in favour of Devasthanam through a registered gift deed dt.21.02.1956 and delivered possession of the land to the Devasthanam. Subsequently the successors of Nambala Appanna unauthorizedly entered into Ac.3.00cts out of Ac.8.00cts covered by the gift deed. Against the trespassers i.e., Nambala Poornayya and others in a civil suit O.S.216/57 for the disputed land of Ac.3.00cts on the file of Principal District Municib, Visakhapatnam for declaration of title etc., The said suit was decreed in favour of Devasthanam on dt.06.07.1965 and the appeal in AS.No.1/69 filed by the dependents on the file of Sub-ordinate Judge, Visakhapatnam was also dismissed on dt.07.10.1969 against which a second appeal in SA. No.436/70 was filed before the

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Honorable High Court which was also dismissed on dt.30.06.1971, Hence, by virtue of above Civil proceedings the title of the Devasthanam was upheld.

SANCTITY OF ENTRY IN SEC.43 STATUTORY REGISTER:

Already the said property is registered under section 43 of the A.P. Endowments Act. The full bench of the Hon'ble High Court of A.P. passed an order dt.23.12.2015 in Vinjamuri Rajagopalachari Vs State of A.P. reported in 2016 ALT (Rev)41(FB) that Section 43, 44 and 45 of the Endowments Act make it manifest that all properties owned by the institutions/ endowments required to be entered in the prescribed register and once any immovable property belonging to the endowments is entered in the prescribed register, such entry shall be presumed to be genuine until the contrary is proved. Therefore, once the property is entered in the register prescribed, it is prima facie proved that it is "Owned" by religious and charitable endowments. The aggrieved party in that event shall have to resort to a remedy that may be available under the Endowments Act. Following the above full bench judgment of the Hon'ble High Court of A.P. the Government issued a Memo No.482291/Endts- 2/2017 wherein orders were issued that "The above judgment once again reiterates that once the property is entered in Section 43 register (old Act Section 38/ 25 registers) of the Endowments Institution. It is prima facie proved that it is owned by Religious and Charitable Endowments. The aggrieved party in the event shall have to resort to a remedy that is available under the Endowments Act only". Also the Division Bench of Hon'ble High Court of A.P. in Writ Appeal No.500 of 2012 clearly held that once the claim is made by the Religious Institution, the only Forum which can Adjudicate upon the dispute is the Endowments Tribunal and accordingly gave liberty to the petitioners to avail the said remedy under section 87 of the A.P. Endowments Act.

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Now in the back drop of the above factual and legal aspects it is to be seen whether, the respondents are "Encroachers" as contemplated U/s.83 of Act 30/87 (as Amended Act 36/2023).

Definition of Encroacher under Section 83:-

Explanation: (i) For the purpose of this chapter the expression "encroachment" means every activity by a person or group of persons, without any lawful entitlement and with a view to illegally take possession of lands, buildings or property of an endowment institution.

- a. Occupy the said lands buildings or property, without the approval of the competent authority sanctioning lease/ mortgage/ license or continued occupation of land buildings or property after the expiry or cancellation of the lease, mortgage or license or permission in respect thereof.
- b. Enter into or create illegal tenancies or lease and license agreement or any illegal document of title in respect of such property.
- c. Construct un-authorized structures thereon for sale or hire or for his own use and includes an attempt to encroach in the manner indicated above.

This is the due process of law for eviction of unauthorized occupation from the Endowments lands. As the occupation of the above respondent is unauthorized and he is claiming right by illegal and void documents. Hence, the Seetharaman Badari Narayan occupation on the Devasthanam land is unauthorized. The actions of the above respondent is detrimental to the interests of the Devasthanam. Hence, the said Seetharaman Badari Narayan squarely come within the definition of "encroacher" as mentioned above and he

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is liable to be evicted from the schedule property.

Therefore, in view of the above facts and circumstance of the case of the above respondent is ordered to vacate the schedule property within 15 days failing which the encroachment shall be removed by securing the Police Assistance.

Hence, the orders of the Honorable High Court complied with.

SCHEDULE OF PROPERTY

An extent of 534 Square yds in covered by Sy.No.47part and 48 of Madhavadhara village, Visakhapatnam District as mentioned in WP No.34346/2015, which is bounded by

East : Plot No.21 in Devasthanam land

West : Plot No.18 in Devasthanam land

North : Plot No.10 & 11 in Devasthanam land.

South : Road in Devasthanam land

Vendra Trinadharao
Executive Officer

d by Vendra

25 10:16:47

exp2

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**GOVERNMENT OF ANDHRA PRADESH -ENDOWMENTS DEPARTMENT
SRI VARAHA LAKSHMI NARASIMHA SWAMY VARI DEVASTHANAM,
SIMHACHALAM, VISAKHAPATNAM DISTRICT**

SVLNSD-LEGL0J1/94/2024,Dt.13/12/2024

To
Seetharaman Badri Narayanan,
S/o. Radha Krishnan Seetharaman,
D.No.13-28-7/102,
Puligedda Towers,
Dandu Bazar, Maharanipeta,
Visakhapatnam.

Sub: Endowments Department- Sri Varaha Lakshmi Narasimha Swamy Vari
Devasthanam, Simhachalam, Visakhapatnam District- illegal
occupation of SVLNS Devasthanam land to an extent of 534 Sq.yds in
Sy.Nos .47 & 48 of Madhavadhara village - orders Dt.25.11.2015 in
WPMP No.44162/2015 in WP No.34346/2015 of Hon'ble High Court
of A.P.-show cause notice issued U/s.83 of Act 30/87 (as Amended Act
36/2023)- explanation called for-Reg.

Ref:-orders Dt.25.11.2015 in WPMP No.44162/2015 in WP
No.34346/2015 of Hon'ble High Court of A.P.

@@@

In view of the orders passed by the Hon'ble High Court of A.P., in the
reference. cited, wherein it is ordered, "pending further orders, the
respondents shall not dispossess the petitioner from the extent of 534Sq.yds
in Plot No.19 & 20, bearing D.No.39-8-40/5/1, Asst. No.69500/4644 in the
layout bearing LP No.32/94 covered by Sy.No.47part and 48 of
Madhavadhara village within the limits of Greater Visakhapatnam Municipal
Corporation without following the due process of Law" the following show
cause notice is issued to you.

That Sri Varaha Lakshmi Narasimha Swamy Vari Devasthanam,
Simhachalam, Visakhapatnam District is a Public Religious Institution
published U/Sec. 6(a)(ii) of A.P. Endowments Act 30/87. The administration
and management of the temple is being governed by the provisions of the
A.P. Endowments Act and the rules framed there under.

That Sri Varaha Lakshmi Narasimha Swamy Vari Devasthanam, Simhachalam, Visakhapatnam is the absolute owner of the property to an extent Ac8.00cts of Madhavadhara village in Sy.No.47 &48(old Sy.No.1&2). The said property was donated to the Devasthanam through a registered gift deed Dt.21.02.1956 and delivered possession of the land to Devasthanam. Subsequently when dispute arose with respective Ac.3.00cts out of Ac.8.00cts of the gifted land, the same was finally went up to Hon'ble High Court of A.P in SA No.435/1970, wherein the title of Devasthanam was upheld over the subject land. The said property was already registered U/Sec. 43 of Act 30/87 and also the said property was notified U/Sec 22(A)(1)(C) of Registration Act clearly indicating that it is an endowed property.

That at present you, Seetharaman Badri Narayan is in occupation of the below schedule mentioned property without having any approved Lease/License orders from the competent Authority as envisaged under the provisions of the A.P. Endowments Act and the rules framed thereunder. Your occupation is unauthorized and you squarely come within the definition of "Encroacher" under the provisions of the A.P. Endowments Act.

That you filed WP No.34346/2015 against Sri Varaha Lakshmi Narasimha Swamy Vari Devasthanam, to direct the Devasthanam not to interfere with the possession and enjoyment of scheduled mentioned land, wherein the Hon'ble High Court passed an order Dt.25.11.2015, "pending further orders, the respondents shall not dispossess the petitioner from the extent of 534Sq.yds in Plot No.19 & 20, bearing D.No.39-8-40/5/1, Asst. No.69500/4644 in the layout bearing LP No.32/94 covered by Sy.No.47part and 48 of Madhavadhara village within the limits of Greater Visakhapatnam Municipal Corporation without following the due process of Law".

Hence, following the above mentioned orders of the Hon'ble High Court of A.P., following the due process of law as contemplated under the provisions of A.P Endowments Act, a show cause notice is hereby issued to you to explain within Seven (7) days from the date of this notice, why you should not be treated as an encroacher U/s.83 of Act 30/87 (as Amended Act 36/2023) and shall not be removed from occupation of the said property.

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If you have any explanation to offer in this regard, you should submit the same to this office within seven (7) days along with documentary evidence, if any in support of your contention. If you have no explanation to offer in this regard, you should vacate the premises of the schedule mentioned property within Seven (7) days and shall hand over the possession of the same to the Executive Officer of the subject Devasthanam.

In case of failure on your part to submit your explanation within the stipulated time, or to vacate the scheduled premises, in case you have no explanation to offer, appropriate action will be taken against you as per the provisions of Section 83 of Andhra Pradesh Charitable & Hindu Religious Institutions and Endowments Act 30/87(as Amended Act 36/2023)

SCHEDULE OF PROPERTY

An extent of 534 Square yds in covered by Sy.No.47part and 48 of Madhavadhara village, Visakhapatnam District as mentioned in WP No.34346/2015, which is bounded by

East : Plot No.21 in Devasthanam land
West : Plot No.18 in Devasthanam land
North : Plot No.10 &11 in Devasthanam land.
South : Road in Devasthanam land

Vendra Trinadharao
Executive Officer

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From

21.12.2024

Seetharaman Badri Narayanan,
Door No. 13-28-7/102, Puligedda Towers,
Dandu Bazaar, Maharanipeta, Visakhapatnam

To

The Executive Officer,
Sri Varaha Lakshmi Narasimha Swamy Vari Devasthanam,
Simhachalam, Government of Andhra Pradesh

Sir,

Sub:- Land of 534 Sq. Yds., in Sy.Nos. 47 and 48 of
Madhavadhara Village - Plot Nos. 19 and 20 of VUDA
Approved layout L.P. No. 32/1994 - Interim Reply to
ShowCause Notice dt. 13.12.2024 - Reg.

Ref:- Your Show Cause Notice dt. 13.12.2024

I have received your above referred Show Cause Notice on
17.12.2024.

I am the absolute owner and possessor of 534 Sq. Yards, being
Plot Nos. 19 and 20 of VUDA Approved layout bearing L.P. No. 32/1994.
The said Layout is situated in lands covered by Survey Nos. 47p and
48/3. Copy of the Approved Layout plan is enclosed herewith for your
ready reference.

As may be seen from the said Layout Plan, there are a total 59
residential Plots therein, and majority of such Plots are now covered by
multistoried RCC Buildings which have been built by the respective Plot
purchasers akin to me.



J. Badri Narayanan

I submit that in your Show Cause Notice under reply, you have merely stated - - that the Devasthanam is the absolute owner of Ac. 8-00 Cents in Madhavadhara having got it under the Gift Deed dt. 21.02.1956 - - that the old survey numbers of such land is 1 and 2 and the current survey numbers are 47 and 48 - - that the Devasthanam secured a favorable Order in S.A.No.435/1970 before Hon'ble High Court in respect of Ac. 3-00 Cents out of the said Ac. 8-00 Cents - - that the said property was registered under Sec. 43 of Act No. 30/1987. At the outset, I emphatically deny all these statements of your kind self.

The above statements are not sufficient to give a Reply. Moreover, the above statements by your kind self make it appear that you have already decided complicated questions of title in favor of the Devasthanam and against me, and issued me the show cause notice as an empty formality.

With due respect, I am constrained to state that several glaring and unanswered questions are staring at the Devasthanam in this matter including the following :

1. How did the Devasthanam decide that the old survey numbers 1 and 2 correlate to the current survey numbers 47 and 48, and how did the Devasthanam decide that my land of 534 Sq. Yards is part of the land covered by the said alleged Gift Deed (copy of which is not furnished to me)? Whether there are any survey sketches, correlation records supporting the Devasthanam claim, and if they are there, why have they not been furnished to me?
2. How did the Visakhapatnam Urban Development Authority grant layout approval vide L.P. No. 32/1994 for Ac. 4-40 Cents if it was Devasthanam land and what was the Devasthanam doing all these years while the land was being laid out and RCC structures have been coming up?

S. Badri narayan

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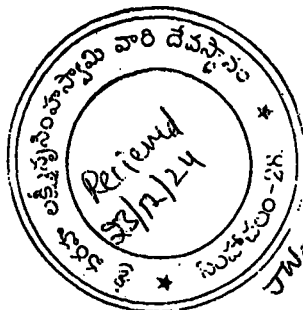
3. How is it that only I am being singled out for Plct Nos. 19 and 20 while the other Plot owners in the same layout are not being questioned by the Devasthanam?
4. On what basis did the Devasthanam decide that I am an encroacher?
5. Whether the Devasthanam is empowered to decide complicated questions of title unilaterally?

Reasons forming the basis for a conclusion or an opinion in a show cause notice, are *sine qua non*, but your Shcw Cause Notice under reply is clearly lacking any reasons. Further, the alleged Gift Deed and Court Orders referred by your kind self and the survey records etc., have not even been furnished to me. Hence, I am incapable of giving a proper reply.

Therefore, I am giving this Interim Reply requesting your kind self to furnish documentary proof of title of the Devasthanam in respect of my Plot Nos. 19 and 20 covered by L.P. No. 32/1994 and also requesting your kind self to furnish me copies of the said alleged Gift Deed, correlation and survey records, Court Orders, Sec. 43 registration etc., referred to in your show cause notice, so as to enable me to give a full fledged reply and/or take appropriate steps.

Sincerely,

S. Badri Narayan



EXPY

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Rc.No.261/2019/B/Dated.20-08-2019

O/o the Tahsildar,
Gopalapatnam.

From
B.V.Rani,
Tahsildar,
Gopalapatnam.

To
The District Collector,
Visakhapatnam.

(Through the Revenue Divisional Officer, Visakhapatnam)

Sir,

Sub:- Contempt case - Visakhapatnam District and Mandal -Madhavadhara Village-Sy.No.47 - Contempt case filed by Sri Kovuri Subbaraju and 13 Others for non-compliance of High court orders in WP 13149/2018 by the Endowments & Registration Depts.- Report Submitted- Regarding.

- Ref:- 1. Computer No. 184934/2019 F1 Dt.13.7.2019 of the District Collector, Visakhapatnam.
2. Joint Inspection report submitted to the District Collector, Visakhapatnam on 19-07-2019
3. This office Rc.No.261/2019/b, dt.18.7.2019 addressed to the RDO, VSP.
4. Computer No. 183996/2019/A,Dt.23.7.2019 of the Revenue Divisional Officer, Visakhapatnam.
5. This office Rc.No.261/2019/b, dt.26.7.2019 addressed to the RDO, VSP.
6. Computer No. 184934/2019 F1 Dt.5.8.2019 of the District Collector, Visakhapatnam.
7. Report of the Deputy Inspectors of Survey, RDO's Office, Visakhapatnam & ULC, Visakhapatnam

&&&

I invite kind attention to the references cited, the District Collector, Visakhapatnam has requested to submit detailed report about the particulars of Government /Private and Endowment land in Survey No.47 along with sketch for filing suitable counter affidavit on the contempt case filed by K.Subbaraju and Others in CC.No377/2019 in WP.No. 13149/2018 vide reference 6th cited.

In this connection, I submit that, in the reference 5th cited, the Revenue Divisional Officer, Visakhapatnam has directed to prepare Sub-Division Record in S.No.47 of Madhuravada and submit SD records for taking further action. As per Instruction of the Revenue Divisional Officer, Visakhapatnam, the SD record submitted and scrutinized by the DIOs, R.D.O.s Office, Visakhapatnam. The Sub-Division details of land as noted below.

Exp 5

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Computer No.184934/2019/F1 Dt. -7-2019

Collector's Office, Visakhapatnam

From

V. Vinay Chand, I.A.S.,
District Collector
Visakhapatnam

To

The Executive Officer
SVLN Deyasthanam
Visakhapatnam
The Assistant Director,
Survey and Land Records
Visakhapatnam
The Tahsildar
Gopalapatnam

Sir

Sub:- Endowments – Visakhapatnam District – Orders of Hon'ble High Court in W.P.No.13149 and 15830 of 2018 – Request necessary action –Reg

Ref:- Instructions of the Joint Collector, Visakhapatnam Dt.13.7.2019

@ @ @

I invite attention to the reference cited, wherein the Joint Collector, Visakhapatnam on the contempt case filed by Sri K.Subbaraju and 13 others in CC.No.377/2019 in W.P. 13149 of 2018 instructed to conduct joint inspection immediately on the directions issued by the Hon'ble High Court in W.P.No.13149 and 15830 of 2018 pertaining to Madhavadhara Village.

In this connection, I request you to conduct joint inspection and submit your detailed report immediately.

The Tahsildar, Gopalapatnam is directed to inform the petitioners about the conduct of Survey.

//t.c.b.o//

V. Gupta
Gazetted Superintendent-F

Yours faithfully
Sd/-R.Gunraiah
For Collector
Visakhapatnam.

Copy to Revenue Divisional Officer, Visakhapatnam for information.

Exp 6

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RC NO. A3/381/2019
Dt 15.7.2019

O/O the Assistant Director,
Dist. Survey and Land Records,
Visakhapatnam


MEMO

Sub:- Endowments – Visakhapatnam Dist. – Orders of Hon'ble High Court in
WP No. 13149 and 15830 of 2018 – Request necessary action – Reg.

Ref:- 1. Rc.184934/2019 FI Dt. 17.7.2019 of the Collector, Visakhapatnam.

In the reference cited, the Joint Collector, Visakhapatnam on the contempt case filed by Sri K. Subbaraju and 13 others in CC No. 377/2019 in WP No. 13149/2018 instructed to conduct joint inspection with Endowments and Revenue departments immediately by the Hon'ble High Court in WP No. 13149 and 15830/2018 pertaining to Madhavadhara village Sy.No. 47.

Therefore, the Dy. Inspector of Survey, RDO's Office, Visakhapatnam / Mandal Surveyor, Gopalapatnam and Visakhapatnam (Rural) are directed to attend for joint inspection with Endowments and Revenue Departments alongwith connected records on 17.7.2019 by 10 AM.


Assistant Director
Dist. Survey and Land Records,
Visakhapatnam

To

The DIOs/VSP / MC Gopalapatnam / VSP(R) 15/7/19

Copy to the Inspector of Survey – I, Visakhapatnam with a direction to attend for the above inspection.

Copy to the Tahsildar, Gopalapatnam / VSP(Rural) with a request to inform the petitioners about the conduct of survey as per the instructions of the Collector, Visakhapatnam.

Copy to the Joint Commissioner and Executive Officer, SVLNS Devasthanam, Simhachalam with a request to attend for the joint inspection.

Copy submitted to the District Collector, Visakhapatnam for favour of information.

Copy to RDO/VSP.

ESP

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Government of Andhra Pradesh
Survey and Land Records Department

From

Smt Manisha Tripathi, M.Tech, M.E.A.,
Assistant Director,
Dist.Survey and Land Records,
Visakhapatnam.

To

The Addl.Commissioner &
Executive Officer (FAC),
SVLN Swamy Devasthanam,
Simhachalam.

Rc.No.381/2019 A3 Dt:27/05/2019.

Sub:- Endowments Department – Sri VLN Swamy Devasthanam –
Simhachalam – Visakhapatnam District Legal Section – Orders of the
Hon'ble Court in W.P.No.13149 and 15830 of 2018 – Reg.

Ref:- I.Rc.No.J2/4020/2011 dt. 30.3.2019.

((()))

I invite attention to the reference cited, as per your request to the District Collector, Visakhapatnam to fix-up boundaries in Sy.No.47 of Madhavadhara village as per the directions of the Hon'ble High Court dt 13.4.2018 in W.P.No.13149 and 15830 of 2018.

In this connection, the Assistant Director, District Survey and Land Records, Visakhapatnam is desirous to conduct a meeting on 4.6.2019 at 11:00 AM at AD's Chambers, Visakhapatnam to resolve the issue as per court directions.

Hence you are requested to attend the meeting on 4.6.2019 at 11:00 AM along with required information.

Yours faithfully,
MANISHA TRIPATHI
ASSISTANT DIRECTOR

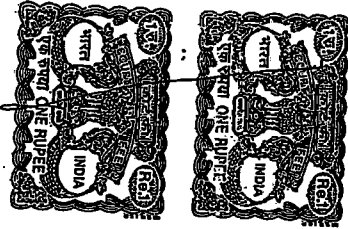
Copy to the Tahsildar, Gopalapatnam to direct the Mandal Surveyor to attend the meeting at AD's Chamber, Visakhapatnam.

Copy to the Inspector of Survey-I at Head Office for information.

Signature Not Verified

Digitally signed by MANISHA
TRIPATHI
Date: 2019.05.27 18:51:23 IST
Reason: Approved

EXP 8 - 40



Date of Presentation : 8.4.2003

Date of Filing : 8.4.2003

IN THE COURT OF PRINCIPAL JUNIOR CIVIL JUDGE AT VISAKHAPATNAM

Present : Sri K. Sreenivasa Rao, M.A.L.L.B.,
Principal Junior Civil Judge,
Visakhapatnam.

Thursday, the 9th day of June, 2005.

EA 75/2003 IN EP 66/2003 IN O& 216/57

Between :

Sri Varaha Lakshmi Nrsimhaswami vari Devasthanam, rep. by its Executive Officer,
Simhachalam Devasthanam, Simhachalam, Visakhapatnam.

... Petitioner/D.Hr.

And

1. Namballa Purnalah (Died)
2. Namballa Butchibotlu (Died)
3. Namballa Narasimhulu (Died)
4. Namballa Ayyappa, S/o late Purnalah, Hindu, aged 56 years, Residing at Madhavadhara, Waltair RS Post, Visakhapatnam..
5. Namballa Kesavayya, S/o late Purnalah, aged 53 years, Rest do.
6. Namballa Sreeramulu, S/o late Purnalah, aged 50 years, Rest do.
7. Vavilapalli Kuchamma, W/o Varahalu, Aged 68 years, Rest do.
8. N. Shantamma, W/o late Butchibotlu, aged 56 years, Rest do.
9. N. Ramu, S/o late Butchibotlu, aged about 52 years,
10. N. Nagaraju, S/o late Butchibotlu, aged 50 years, Rest do.
11. N. Udantharao, S/o late Butchibotlu, aged 49 years, Rest do.
12. Faidi Annapurna, D/o late Butchibotlu, aged 46 years, Rest do.
13. Y. Anuradha, D/o late Butchibotlu, aged 44 years, Rest do.
14. L. Vijaya, D/o late Butchibotlu, aged 42 years, Rest do.
15. S. Eswaremma, D/o late Butchibotlu, aged 40 years, Rest do.

... Respondents-J.Drs.

- 1) This EA is filed u/s 151 of the CPC to issue appropriate directions to the Amin for delivery of the property in EP 252/74 under order 21 rule 35 of CPC since the property is not delivered to the decree holder by the Amin.

- 2) A fixed court fee of Rs.1/- is paid on the petition.
- 3) This petition coming on this day for final disposal before me in the presence of Sri D.V.Subbarao, Advocate for the petitioner/D.Hr and of Sri D.Ramesh, Advocate for the respondents 4 to 6 and of S-I A.Srinivas, Advocate for respondents 7 to 15 and having stood over for consideration till this day, this court doth order and :

DECRETAL ORDER

1. That the application be and the same hereby is allowed;
2. The Amin be hereby directed to localize the property with the help of Mandal Surveyor and deliver the property to the petitioner-D.Hr. The Mandal Revenue Officer, Visakhapatnam (Urban) is directed to provide services of Mandal Surveyor to the amin for localization of the property in S.No.1-A of Madhavadhara village, Visakhapatnam. The D.Hr shall accompany the amin and Mandal Surveyor.
3. That the copies of the decree, judgment in OS 116/1957, Ex.A42-Commissioner's report and Ex.A43-Commissioner's plan shall be annexed to the delivery warrant.
4. That there be no costs.

Given under my hand and the seal of this court, this the 9th day of June, 2005.

Upeao
PRINCIPAL JUNIOR CIVIL JUDGE
VISAKHAPATNAM

MEMORANDUM OF COSTS

FOR PETITIONER-D.HR :

FOR RESPONDENTS-1.DRS

NO COSTS MEMO IS FILED ON EITHER SIDE.

Upeao
PIC/NSP

DISTRICT COURT VISAKHAPATNAM

R.A. No. 1/3001/05

made: 14-6-05
called: 23-6-05
25-6-05 1322/-
30-6-05
11-7-05

A.D.
Superintendent

T/C
N.S. Naidu
Advocate

Exp 9

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DATE OF PRESENTATION: 21-12-2005.
DATE OF FILING: 21-12-2005.

IN THE COURT OF THE VI ADDITIONAL JUNIOR CIVIL JUDGE :
VISAKHAPATNAM

Present : Sri L.SREENIVASA NAIK, M.B.A., B.L.
V Additional Junior Civil Judge,
FAC VI Addl. Junior Civil Judge,
Visakhapatnam.

Wednesday this the 7th day of January, 2009.

ORIGINAL SUIT NO.3475/05

Between:
Smt.Kothapalli Saraswathi, W/o Kothapalli Satya,
Sri Rania Ravindra VARma, Hindu, aged 39 years,
Hons.wife, residing at Dr.No.39-4-2, Muralinagar,
Visakhapatnam-07.

And:
Sri Sri Varaha Lakshmi Narasimha Swami Devasthanam,
Represented by its Executive Officer Simhachalam,
Visakhapatnam.

....Plaintiff.

...Defendant.

Suit for permanent injunction filed by the plaintiff prays to pass a decree and judgment in favour of the plaintiff against the defendant.

- a) granting permanent injunction restraining the defendant, its employees, men and agents from interfering with the plaintiff's peaceful possession and enjoyment of the plaint schedule property in any manner what so ever including with the consecution work and for costs of the suit.

Plaintiff valued the suit for the purpose of court fee and jurisdiction is Rs. 10,000/- and a court fee of Rs. 786/- is paid u/sec 26 (c) A.P.C.F. & S.V. Act.

This suit is coming on 5.1.2009 for final hearing before me in the presence of Sri P.Jagan Mohan Rao, Advocate for the Plaintiff and of Sri D.V.Subba Rao, Advocate for the defendant and the same having stood over for consideration till this day this court delivers doth order.

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DECREE

In the result, the suit is decreed as prayed for, and the defendant, their men, agents and workmen are hereby perpetually restrained from interfering with the peaceful possession and enjoyment of the plaintiff over the plaint schedule property including with construction work. No costs.

Given under my hand and seal of this court on 7th January, 2009.


V ADDL JUNIOR CIVIL JUDGE.

FAC VI ADDL JUNIOR CIVIL JUDGE.
VISAKHAPATNAM.


MEMORANDUM OF COSTS.

FOR PLAINTIFF:

FOR DEFENDANT

NO COST MEMO IS FILED ON EITHER SIDE.

TLC
N.S. Rao
Advocate


V AJCJ/VSP.
FAC VI AJCJ/VSP.

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IN THE COURT OF THE VI ADDITIONAL JUNIOR CIVIL JUDGE :
VISAKHAPATNAM

Present : Sri L.SREENIVASA NAIK., M.B.A., B.L.
V Additional Junior Civil Judge,
FAC VI Addl. Junior Civil Judge,
Visakhapatnam.

Wednesday this the 7th day of January, 2009.

ORIGINAL SUIT NO.3475/05

Between:

Smt.Kothapalli Saraswathi, W/o Kothapalli Satya,
Sri Rama Ravindra VArma, Hindu, aged 39 years,
Housewife, residing at Dr.No.39-4-2, Muralinagar,
Visakhapatnam-07.

....Plaintiff.

And:

Sri Sri Varaha Lakshmi Narasimha Swami Devasthanam,
Represented by its Executive Officer Simhachalam,
Visakhapatnam.

...Defendant.

This suit is coming on 7.1.2009 for final hearing before me in the presence of Sri P.Jagan Mohan Rao, Advocate for the Plaintiff and of Sri D.V.Subba Rao, Advocate for the defendant and the same having stood over for consideration till this day this court delivers the following:

J U D G M E N T

This is a suit for granting permanent injunction restraining the defendant, its employees, men and agents from interfering with the plaintiff's peaceful possession and enjoyment of the plaintiff's schedule property in any manner whatsoever including with the construction work and for costs of the suit.

Brief averments of the plaint:

III(a). The plaintiff respectfully submits the plaintiff is the absolute owner of the house site forming part of the plot No.25 admeasuring an extent of 133.5 Sq. Yards forming part of the duly VUDA approved layout L.P No.32/1994, developed in Old Survey No.47 and 48 of

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Madhavadhara Village, Visakhapatnam Municipal Corporation. The plaintiff paid the sale consideration of Rs.4,00,500/- to the owner and obtained the sale deed dated : 18-2-2005 which was duly registered as document No.425/2005 in the office of Joint Sub-Registrar, Dwarakanagar, Visakhapatnam. The plaintiff took the physical possession of the said plot from the vendor at the time of execution of sale deed. The said house site forming part of the plot bearing No.25 is more fully described in the schedule and hereinafter referred to as "The Schedule Property". The plaintiff craves that the schedule may please be read as part of the plaint.

(b) The plaintiff submits that a residential layout consisting of 61 plots bearing Nos.1 to 61 was developed in the land covered by Old S.Nos.47 and 48 of Madhavadhara Village, Visakhapatnam, VUDA vide its proceedings 669, dated 26-9-1994 duly regularized the layout under >P.No.32/94 except the plot Nos.1, 2, 3, 10, 11, 12 and 21 as the said plots alleged to be forming part of the S.No.275 of Adavivaram Village, Visakhapatnam.

(c) The plaintiff submits that one person by name Rudraraju Satyanarayana Raju was the owner of the plot No.25 measuring a total extent of 267 Sq. yards. The said Rudraraju Satyanarayana Raju sold the said plot to Sri Bogadhi Chandrasekhar, S/o Rama Rao under a registered sale deed dated : 26-5-1999 which was duly registered as document No.477/1993 in the office of Joint Sub Registrar, Dwarakanagar, Visakhapatnam after obtaining necessary permission from the Local and State Govt. Authorities. Subsequently the said Chandrasekhar divided the said plot into 2 equal parts each measuring 133.5 Sq. Yards. Subsequently the said Chandrasekhar in turn sold the western part to Smt. Adigarla Rajeswari, W/o A.V.S.S. Prasad and the eastern part to Sri J.Seshaiah, S/o late Satyanandam after obtaining

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necessary permission from ULC Authorities vide its proceedings S.R.No.26/692/1/201/B2, dated: 16-5-2001.

(d) The plaintiff submits that the said Smt. A.Rajeswari purchased the western part of the plot No.25 under a registered sale deed dated.13-6-2001 for a valuable consideration of Rs.2,27,000/-. The said sale deed was duly registered as document No.1033/2001 in the office of Joint Sub Registrar, Dwarakanagar, Visakhapantam and she took physical possession of the property from its vendor.

(e) The plaintiff submits that the said Rajeswari inturn sold the schedule property to the plaintiff under the registered sale dated.13.2.2005 for a valuable consideration of Rs.4,00,500/-. The sale deed was duly registered as document No.425/2005 in the office of Joint sub Registrar, Dwarakanagar, Visakhapantam. The said Rajeswari obtained necessary permission from the ULC Authorities vide proceedings S.R.No.26/479/05/B, dated 16.2.2005 to sell the property to the plaintiff. The suit schedule property was assessed to vacant land tax w.e.f 01-04-2004 by the Visakhapantam Municipal Corporation in the name of the plaintiff vide its proceedings dated 4.3.2005 which was wrongly noted as 4.3.2004. The plaintiff paid the vacant land tax.

(f) The plaintiff submits that ever since the date of purchase the plaintiff has been in peaceful possession and enjoyment of the plaint schedule property. The plaintiff applied for the necessary permission for construction of a residential house in the plaint schedule property. The Municipal Corporation after making necessary enquires by its proceedings B.A.No.11127/05/ACP-III/G1, dated 28.6.2005 sanctioned the plan. The plaintiff also obtained loan from ICICI Bank on the security of the title deeds of the plaint schedule property.

(g) The plaintiff submits that she engaged a contractor for construction of building in the schedule site and paid advance. The

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Sarkustapana Puja was performed on 27.11.2005. All the necessary building materials such as Cement, Steel and Sand were ordered and procured. The foundation work was started on 12.12.2005.

(h) The plaintiff submits that while so on 16.12.2005 some persons said to be the employees of the defendant without any manner of right, title or interest in the properties have come to schedule properties and asked the plaintiff to stop the construction work on the pretext that the schedule property belongs to the defendant. When the plaintiff showed all her title documents and made it clear that the schedule property is a private property and does not belong to the defendant and questioned them their right to the schedule property. The said persons without showing any authorization or document of title left the site by threatening that they will demolish whatever construction made by the plaintiff and also take away the materials and tools.

(i) The plaintiff submits that the land covered by layout bearing No.32/1994 situated in Old S.No.47 and 48 of Madhavadhara Village, Visakhapatnam is a private property and not the property of the defendant. The said fact was duly conformed by the Urban Development Authority by its proceedings dated 26.9.1994 and regularized the layout. It is specifically stated that the plot No.1,2,,3,10,11, 12 and 21 form part of S.No.275 of Advivaram village and hence they were not regularized. It clearly means that the rest of the layout is a private property and does not belong to the defendant. The said fact is reiterated by ULC Authorities also vide its proceedings dated 15.5.2001 and 16.2.2005 while granting permission for sale of the schedule property. The Municipal Corporation also by its latest proceedings dated 28.6.2005 accorded permission for construction of building. More than 75% of the owners of the plots in the said layout have already constructed buildings after obtaining necessary approval from the

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Visakhapatnam Municipal Corporation and the said buildings were duly assessed to property tax and the owners have been in peaceful possession and enjoyment of the property without any let or hindrance from any one including the defendant.

The plaintiff therefore filed the suit for a permanent injunction restraining the defendant its employees, men and agents from interfering with the plaintiffs peaceful possession and enjoyment of the suit schedule property in any manner whatsoever including construction work in the schedule property.

2. Brief averments of the written statement filed by the defendant:

1. The material allegations in the plaint are all not true, valid or tenable and this defendant should not be deemed to have admitted any of the allegations that are not specifically traversed hereinafter.

2. The averments made in para III(a) of the plaint that the plaintiff is the absolute owner of the house sites forming part of the plot No.25 admeasuring an extent of 133.05 Sq. yards forming part of the duly VUDA approved layout L.P.No.32/1994 developed in old survey No.47 and 48 of Madhavadhara Vilage, Visakhapatnam Municipal Corporation are neither true nor correct and are strongly denied and the plaintiff is put to stick proof of the same. The payment of sale consideration of Rs.4,00,500/- to the owner and obtaining the sale deed dated 18.2.2005 and the registration of document and taking physical possession of the plot from the vendor are also denied by the defendant.

3. The defendant respectfully submit that the claim of the plaintiff for an extent of 133.5 Sq. yards in S.No.47 & 48 belongs to Sri Varaha Lakshmi Narasimha Swamy Devasthanam Simhachalam as it is a gift land gifted to the Deity/Temple by one Sanapala Seetanna family. The matter with regard to ownership of the land in S.No.47 & 48 of


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Madhavadhara Village for an extent of AC.8.00 is in litigation since 1957 and thereon, the matter was challenged by Nambala Purnayya and other against S.V.L.N.S.Devasthanam, Simhachalam. All the matters have ended in favour of the defendant Devasthanam and E.A.75/2003 in E.P.66/2003 in Q.S.216/57 on the file of the Principal Junior Civil Judge, Visakhapatnam is pending for delivery of the property. Still some more people continue to challenge the ownership of Devasthanam though they do not have any right or title over the land.

4. The defendant further submits that when the previous litigation regarding the right to ownership of Devasthanam i.e., O.S.216/57 was pending before the Hon'ble Court of the Principal Junior Civil Judge, Visakhapatnam the land was sold by Sri Nambala Purnayya and other to some other parties in an unauthorized and illegal manner. It is pertinent to bring to the notice of the Hon'ble court that even recently, the successors of Sri Nambala Purnayya & Other have also sold the disputed land to other parties during the litigation pending before the court of law without having proper right or title on the land. In such a case, the parties who purchased Devasthanam land illegally initiated cases and they cannot claim for their right over the land.


5. The defendant submits that the averments in para III (b) of the plaint that the development of residential layout consisting of 61 plots is S.No.47 & 48 of Madhavadhara village and approval of the VUDA vide its proceedings dt.25.9.1994 and regularization of layout under L.P.No.32/94 except plot Nos.1,2,3,10,11,12 & 21 are all not true and correct and the plaintiff is put to strict proof of the same. Neither VUDA nor any competent authority have consulted this defendant Devasthanam (who are the actual owner in an extent of Ac.8.00 in S.No.47 & 48 of Madhavadhara and the ownership of the entire land consisting AC.5,279.57 cents in S.No.275 of Adavivaram village) while



they were preparing layout in S.No.47 & 48 of Madhavadhara and S.No.275 of Adavivarama are adjacent to each other with the boundaries being very close and many of the people like the plaintiff have encroached the land in both S.No.47 & 48 (in an extent of Ac.8.00cts) and a part of land in S.No.275 of Adavivaram village in the guise of register documents even though they have no right or title over the land. The VUDA also never took the approval of the defendant Devasthanam before laying the layout and started proceedings at its own discretion without being fully aware of the boundaries of AC.8.00 cts of land in S.No.47 & 48 of Madhavadhara and S.No.275 of Adavivaram. As such the layout prepared by VUDA and issuance of proceedings for the lands comprising of S.No.47 & 48 of Madhavadhara cannot be taken into consideration and the allegation made in para 3 is only invented for the purpose of the suit. In any view of the matter approval of layout cannot confer or confirm title.

6. The defendant respectfully submit that the averments in para III (c) of the plaint are not true and correct. The allegations that one Rudraju Satyanarayana Raju was the owner of the plot No.25 measuring an extent of 217 Sq. yards and he sold the said plot to Sri Bogadi Chandra Sekhar under a registered sale deed at 26.5.1999 which was duly registered as document No.477/1999 in the office of Joint Sub Registrar, Dwarakanagar, Visakhapantam after obtaining necessary permission from the local and State Government authorities and subsequently the said Chandrasekhar divided the said plot into two equal parts each measuring 133.5 sq. yards and sold the western part of Smt.A.Rajeswari and sold the eastern part to Sri J.Seshaiah are all expressly denied by this defendant.

7. The defendant submit that the averments in para III (d) of the plaint that the said Smt. A.Rajeswari purchased the western part of



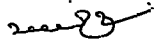
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the plot No.25 under a registered sale deed dt.13.5.2001 for a consideration of Rs.2,27,000/- and that the said sale deed was duly registered as document No.1033/2001 in the office of Joint Sub Registrar, Dwarakanaga, Visakhapatnam and that Smt. A.Rajeswari took physical possession of the property from its vendor are all not true and correct and are expressly denied by this defendant.

8. The defendant respectfully submit that the averments in para III (e) of the plaint are all not true and correct and are emphatically denied by the defendant. The averments that Smt. A.Rajeswari sold the schedule property to the plaintiff under a registered sale deed dt.18.2.2005 for a consideration of Rs.4,00,500/- and that the sale deed was duly registered as document No.425/2005 in the office of the Joint Sub- Registrar, Dwarakanagar, Visakhapatnam and that the said Smt. A.Rajeswari obtained necessary permission from the ULC Authorities vide proceedings S.R.No.26/179/05/B, dt.16.2.2005 to sell the property to the plaintiff is baseless and untrue and is strongly denied by the defendant and the plaintiff is put to strict proof of the same. The rest of the averments in para 6 are also not correct and are expressly denied by this defendant.

9. The defendant submit that the averment in para III (f) of the plaint are all not true and correct and are denied by the defendant. It is respectfully submitted that the purchase of suit schedule land and the plaintiff being in peaceful possession and enjoyment of the land in question and the approval of plan by the Municipal Corporation and obtaining of loan from the ICICI Bank on the security of the title deeds of the plaint schedule property is not true and correct, and the plaintiff is put to strict proof of the same.

10. The defendant respectfully submit that the averments in Para (g) that the plaintiff engaged a contractor for construction of a



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building in the schedule site and paid advance; that the Sankustapana Puja was prepared by the plaintiff on 27.11.2005 that all the necessary building materials such as cement, steel and sand were ordered and procured by the plaintiff for construction purpose and that foundation work was started on 12.12.2005 are all not true and correct and I strongly denied by this defendant.

11. The defendant submits that the averments in Para III (h) that on 16.12.2005 some alleged employees of this defendant approached the plaintiff at the plaint schedule property without any manner of right, title or interest in the properties and threatened the plaintiff that they will demolish, what ever had been constructed by the plaintiff and will also take away the materials and the tools are absolutely false and not correct and are emphatically denied by this defendant. Such misleading allegations have been made only with the sole purpose of tarnishing the defendant's reputations and have been invented for the purpose of the filling this application in the Hon'ble Court.

12. The defendant submits that the averments in para III (i) all are not correct and not correct and strongly denied by this defendant. It is humbly submitted that as mentioned in the earlier paras, the land for an extent of Ac.8-00 cts in Survey no.47 & 48 belongs to Sri Varaha Lakshmi Narasimha Swamy Devasthanam, Simhachalam. The matter with regard to the ownership of the land was in litigation since 1957 and therein the matter was challenged by Nambala Purnayya and others against Sri V.L.N.s.Devasthanam, Simhachalam. Finally the matter was decreed in favour of defendant Devsthanam and E.A.75/2003 in E.P.66/2003 in O.S.No.216/1957 are pending in Principal Junior Civil Judge Court, Visakhapatnam. While the O.S.216/57 was pending before the court of law, Nambala Purnayya and others sold away the land in dispute to some third parties, without having any right or title over the

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land and without getting any proper order by the Hon'ble Court, as such the plaintiff who has initiated the case cannot claim any right over the land in S.No.47 & 48 of Madhurawada village. Mere approval of the plan by VUDA, if any, in any extent of S.Nos. either in S.No.47 and 48 of Madhurawada village are Survey No.275 of Adavivaram village, as these Survey nos. are adjoining to each other without any consultation with Sri Varaha Lakshmi Narayana Swamy Devasthanam, Simhachalam, which has actual ownership and title over the land in dispute does not indicate any right over the plaint schedule property. In the guise of approval of the layout plan by VUDA, Nambala Purnayya and others sold many plots to other private persons and such people/third parties are now consequently facing the matter in the court of law and Devasthanam is contesting the same. Hence the defendant respectfully submits that the allegations made by the plaintiff in Para 10 are not correct and are denied by this defendant.

13. Therefore the defendant Devasthanam requests the Hon'ble court to dismiss the suit for permanent injunction. The plaintiff's claim that they enjoy peaceful possession of the suit schedule property and has the legal right to carry out construction work on the suit schedule property is not true and correct as the plaintiff has no right of title over the said land. It is humbly submitted that the matter with regard to Devasthanam lands for an extent of AC.800 cts in S.No.47 & 48 of Madhavallara has been in litigation since 1957 and finally the matter was decreed in favour of defendant Devasthanam. However at the instance of Namballa Poornayya and others, third parties such as the plaintiff who were illegally sold the plots in the said land are prolonging the litigation and wasting the precious time of the Hon'ble Court by filing petition after petition before the court of law and causing serious loss and hardship to the defendant Devasthanam.



14. There is no cause of action for the above suit as the properties in S.No.47 & 48 Madhurawada village belongs to the defendant. The value of the suit is also correct and the same is under valued by the plaintiff.

15. Further the defendant submits that the allegations made by the plaintiff that persons, said to be alleged employees of the defendant Devasthanam made illegal threats regarding demolition of the construction and taking away of the materials and the tools etc., are false misleading and invented for the purpose of the suit only and the plaintiff is put to strict proof of the same. Such incidents never occurred at all.

16. Hence in the circumstances submitted above, the defendant Devasthanam prays the Hon'ble court dismiss the suit as the plaintiff has no right of title over the suit schedule property.

3. On the basis of the above pleadings of the parties, the following issues have been trial :

1) Whether the plaintiff is entitled for decree of permanent injunction restraining the defendant their men etc., not to interfere with the peaceful possession and enjoyment of suit schedule property by plaintiff including with construction work or not?

2) To what relief?

To prove the case of plaintiff, the plaintiff herself examined as Pw.1 and the husband of the plaintiff examined as Pw.2 and the building inspector in charge examined as PW3 and got marked Exs.A1 to A7. To substantiate the case of the defendant, the P.A to E.O(larid section) examined as DW.1 and got marked Exs.B1 to B7.

4. Heard arguments.

5. The plaintiff being Pw1 in her chief examination reiterated the contents of the plaint on oath, wherein PW.1 stated that she is the

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absolute owner of the house site forming part of the plot No.25 acmeasuring an extent of 133.05 sq. yards forming part of the duly VUDA approved layout L.P.No.32/1997, developed in Old Survey No.47 and 48 of Madhavadhara Vilage, Visakhapatnam Municipal Corporation. She paid the sale consideration of Rs.4,00,500/- to her vendor and obtained the sale deed dated.18.2.2005 which was duly registered as document No.425/2005 in the office of Joint Sub Registrar, Dwarkanagar, Visakhapatnam. She took the physical possession of the said plot from her vendor at the time of execution of sale deed. The said house site forming part of the plot bearing No.25 is more fully described in the schedule. Originally her vendor purchase the western part plot from one Chandra seker under register sale deed dt13-06-2001 and her vendor obtained necessary permission from ULC Authorities vide proceedings S.R.No.26/479/05/B,dt.16-02-2005 and same to sell the property to her. On the date of purchase she has been in peaceful possession and enjoyment of the plaint schedule property and she applied for necessary permission for construction of a residential house in the plaint schedule property, and the Municipal corporation after necessity enquiry sanction approval plan and also obtained loan from ICICI bank on the security of the title deed of the plaint schedule property. The land covered by the layout bearing No.32/1994 situated in Old Survey No.47 and 48 of Madhavadhara Vilage, Visakhapatnam is a private property and not the property of the defendant, and the said fact duly conformed by the Urban development Authority. In her cross examination she did not filed the proceeding of approval made by VUDA pertaining to the schedule property vide L.P.No.32/1995. she do not know who was obtained the permission of layout from VUDA vide L.P.No.32/1995. she do not know who got surveyed the schedule property and the neighboring property. She did not filed the registered



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sale deed vide document No.477/1993 before this court. She did not filed any Urban Land Ceiling clearance certificate pertaining to the schedule property. She did not filed any documentary proof to show that the Municipal Corporation Officials has to visited the schedule property and inspected the same before any approval of the building plan. She did not filed the building approval plan for the schedule property issued by the Municipal Corporation, Visakhapatnam. She did not filed any photographs or invitation card to show that she laid foundation stone for construction of the building in the schedule property on 27.11.2005. She specially stated that she got no documentary proof to show the survey numbers 47 & 48 of Madhavadhara belongs to the private persons. She specially denied that the plot No.1,2,3,10,11,12 and part of survey number 275 of Adavivaram village and they were not regularized is false and that the survey of Adavivaram village and that consequently the schedule property is a private property is false and that schedule property belongs to the defendant and that more than 75% of the owners of the plot of the layout of the survey No.47&48 have constructed their respective buildings after obtaining approval from the Municipal corporation and enjoying their property peacefully is false.

6. The evidence affidavit of Pw.2 filed and the same is taken as examination in chief and marked Ex.A4 to Ex.A7. Ex.A4 special notice for vacant land tax paid for the schedule property dt.4.3.2005. Ex.A5 receipt for payment of vacant land tax pertaining to, schedule property dt.4.3.2005. Ex.A6 special notice of property tax of schedule property dt.18.2.2007. Ex.A7 receipt of house tax pertaining schedule property dt.24.3.2008. The evidence of PW2 is to the same effect as that of evidence of PW1 on oath. During his cross examination it is stated that he do not know who obtained VUDA approval for schedule property and the surrounding property. He do not know what are the documents that

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were considered by VUDA while approving the layout and he also do not know either VUDA has given any notice to defendant. They have not filed the copy of application applied to Municipal Corporation for construction of their house. He did not filed the approved plan copy issued by Municipal Corporation, Visakhapatnam. He did not field any documentary proof that they obtained loan from ICIC Bank for construction of the house in the suit property. He did not filed any documentary proof to show that S.No.47 and 48 of Madhavadara, Visakhapatnam is a private property. He specially denied that he did not filed the original proceeding of building plan approval issued by the Municipal Corporation. He did not filed any certificate copy of Judgment Vide O.S.56/2007 on the file of III Addl. Junior Civil Judge's Court, Visakhapatnam. He specially denied that he did not gone through decree and judgment of O.S.216/1957. He specially denied that the decree is binding on them vide O.S.216/1957 and that defendant is the absolute owner of the suit property.

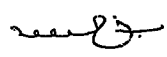
7. Pw.3 stated in the chief examination he is working as a Building Inspector in Municipal Corporation Visakhapatnam since 5 months from today. He has brought the file pertaining to the VUDA layout no.L.P.no.32/94 of Town Survey no.47, 48 of Madhavadhara, Visakhapatnam. The land covered by the above survey number of the layout is a private land. In his cross examination he specially denied that he got no personal knowledge about the property. He do not know when Pw.1 has applied for approval of the building plan. He do not know who has inspected schedule property prior to approval of the building plan by the corporation. He did not brought the Municipal corporation proceedings about the Building plan approval pertaining to schedule property. He do not know either the schedule property and its surrounding area belongs to defendant or not. He did not seen the Town

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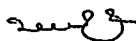
Survey Register regarding to the classification of the land of the schedule property. He do not know whether the Municipal Corporation has issued any notice to the defendant at the time of approval of building plan to P.w.1. He did not verified the revenue records regarding the schedule property. He got no documentary proof with him as on today that survey No.47, 48 of Madhavadhara Village is a private land. It is specially stated that as and when they approved the building plan, the proceedings contain a condition and the permission accorded does not confer any ownership rights and permission accorded is based on the documents submitted if at a later stage found the same as fake and fabricated the same shall be revoked under the provisions of Sec.450 of the Act.

8. The evidence of the DW.1 is to the same effect as that of his written statement or oath. In his cross examination he specially stated that they have not filed the original gift deed or the certified copy of the gift deed executed by Sanapala people in favour of defendant. It is denied that as there is no connection with the land that was gifted by Sanapala people with that of the schedule property herein in the said circumstances they have not filed gift deed before this court. It is denied that as the schedule property is no way concerned with the defendant property and that in the said circumstances only they have not filed the schedule along with Ex.B1 judgment and Ex.B4 order. He cannot say when survey was conducted regarding the property of the defendant covered under Ex.B1. It is specially stated in Ex.B1 the old survey numbers and its bifurcation with new surveys numbers along with their respective extents in particular survey number has been given. It is true in page No.3 of Ex.B1 it has not been mentioned about survey No.47 and 48 of Madhavadhara. They have not verified regarding L.P.No.32/94 by going to the office of VUDA. He do not remember whether the defendant

has issued any letter to VUDA not to approve as that the site in Survey No.47 & 48 belongs to defendant devasthanam. He do not remember whether the defendant has addressed any letter to VUDA to cancel the layout vide L.P.No.32/94. It is denied that Ex.B2 is a created document by them for the purpose of this suit. Ex.B2 has been attested by verifying the certified copy issued by Tahsildar, Visakhapatnam Urban. It is specially stated original of Ex.B2 has not been issued by Tahsildar, Visakhapatnam Urban. He frequently visit the schedule property and its surrounding property along with land inspection staff. He specially stated that in L.P.No.32/94 there are apartments and individual houses constructed by different private persons. They have not issued any notice to they residence and the owners of the apartments and individual houses in L.P.No.32/94 to vacate the same and so also they have not filed any suit for eviction of those persons. He cannot say in which new survey number or sub survey number as given in page No.3 of Ex.B1 the schedule property is situated. It is specially stated that in L.P.No.32/94 the Municipal corporation, Viskhapatnam has taken up the project of under ground drainage. They have not addressed any letter to the Municipal Corporation, Visakhapatnam nor to lay under ground drainage in L.P.No.32/94 of Madhavadhara. Witnesses volunteers stated that they are not objecting for under ground drainage for the existing roads and they are objecting for under ground drainage orally for other areas in the same L.P.No.32/94. He cannot say whether Sri Madhusudhan filed any suit against defendant Devasthanam vide O.S.No.56/2007 on the file of III Addl. Junior Civil Judge's Court, Visakhapatnam unless and until he verify the office record. It is denied that he got no knowledge about the entire property of defendant Devasthanam. If any suit is filed against defendant Devasthanam it will be processed through him to the executive office. It is specially denied

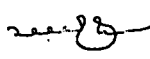


that he know that the suit vide O.S.NO.56/2007 on the file of III Addl Junior Civil Judge's Court Visakhapatnam was decree ex parte against the defendant Devasthanam as the land covered in the schedule mentioned therein does not belongs to Devasthanam. He know the evidence let in by the plaintiff in this suit. He do not remember whether any letter has been addressed to the Municipal Corporation, Visakahapatnam not to assess the schedule property for property tax. They have not filed any pctition before the III Addl. Junior Civil Judge's Court, Visakhapatnam in O.S.56/07 to set aside the ex parte decree. Witness against says that he does not remember whether such petition has filed or not. After going through the record pertaining to the present litigation. He came before this court to depose on behalf of the defendant Devasthanam. The Government has issued order vide G.O.No.578 dt.19.8.2000 for regularization of land of the defendant devasthanam which is in posscssion of unauthorized persons and the same in force till 30.4.2004. He cannot say the formation of roads and constructions of drainages etc., along the laying of Electric poles in L.P.no.32/94 has been done prior to 1994 or not. They have not addressed any letter to the Electrical Department not to give service connections for power supply to the unauthorized occupants as alleged by them. It is specially stated that out of 61 plots in L.P.NO.32/94 of Madhavadhara most of the plots were occupied and buildings were constructed. It is true the plot owners of L.P.32/94 are in possession and enjoyment in their respective plots prior to 1994. Witness volunteers that they are in possession and enjoyment without any right or title over the same. It is specially stated as per Ex.B:5 the surveyor and others gone to the property covered there in and could not able to identify the property on ground an extent of three acres has been covered vide Ex.B1 and B.5.



9. Now let us peruse and discuss the documents filed by the plaintiff, Ex.A1 /26.9.1994 is VUDA Approved plan of the layout which shows that plaintiff schedule plot layout regularized by VUDA at madhavadhara in S.No 47&48. Ex.A2/13.6.2000 is Extract of Reg. Sale Deed bearing No.1033/01 executed in favour of A.Rajeswari which shows that vendor of the plaintiff purchase the plaintiff schedule property. Ex.A3 is Extract of Regd. Sale Deed bearing No.425/05 executed in favour of plaintiff which shows that the plaintiff purchase the plaintiff schedule property and from the date of her purchase she is owner of the plaintiff schedule property. Ex.A4/4.3.2005 is Special notice for vacant land tax paid for the schedule property which shows that the plaintiff paid the land tax as owner cum possessor of the plaintiff schedule property, Ex.A5 is Receipt for payment of vacant land tax pertaining to schedule property. Ex.A6/18.2.2007 is Special notice of property tax of schedule property. Ex.A7/24.3.2008 is Receipt of House tax pertaining to the plaintiff schedule property which shows that the plaintiff paid house tax to the Municipal corporation.

10. Coming to the documents filed by the defendant Ex.B1 is Copy of Judgment in O.S.216/1957 on the file of District Munsif, Visakhapatnam. Ex.B2 is Attested Extract of Fair Adangal issued by Tahsildar, Visakhapatnam Urban dt.30.11.2008. Ex.B3 is Attested copy of Extract from Settlement register, Gillman Register certified by Tahsildar, Visakhapatnam. Ex.B4 is order copy of 2nd appeal No.135/1984 on the file of Hon'ble High Court, Hyderabad. Ex.B5 is Copy of orders in E.A.75/2003 in E.P.66/2003 in O.S.216/1957 on the file of Principal Junior Civil Judges Court, Visakhapatnam. Ex.B6 is copy of Order of Hon'ble High Court of A.P. Hyderabad in CR.M.P.No.15055/2005 in W.P.No.11812/2005 dt.7.6.2005. Ex.B7 is



Authorization letter issued by the executive Officer of the defendant to the witness dated 5.11.2008.

11. Having regard to the facts and circumstances of this case and upon the careful scrutiny of entire material evidence on record discussed above, the issues were settled in this case are decided as under:

12. ISSUE NO.1&2:- The suit itself is bare injunction. Therefore, the scope of the of the suit is very limited to say whether the plaintiff is in possession of the suit schedule property as on the date of suit. The learned counsel for the plaintiff contented that PW1 purchased the suit schedule property under registered sale deed vide document No.425/2005 on 18-02-2005 from one A.Rajeswari and from the date of purchase she has been in peaceful possession and enjoyment of plaintiff schedule property. The vendor of the plaintiff purchased the schedule property through register sale vide document No.1033/2001 on 13-06-2001 from one R.Satyanarayana, and the vendor of the plaintiff obtained necessary permission from ULC Authorities vide proceeding S.R.No.26/479/05/B dt.16-02-2005 and the suit schedule property was assessed to vacant land tax by the Municipal corporation in plaintiff name vide proceeding dated 04-03-2005 and she paid the vacant land tax. After purchasing of the plaintiff schedule property the plaintiff applied for the necessary permission for construction of a residential house in the plaintiff schedule property, the Municipal corporation after making necessary enquiries by its proceeding B.A.No.11127/20/ACP-II/G1 dt.28-06-2005 sanction the plan and also obtained loan from ICICI bank on the security of the title deeds of the plaintiff schedule property. The construction of the building was completed her name mutated in Municipal records and Municipal corporation assessed schedule property for tax purpose and also she has been paying power consumption



charges, water tax, house tax to the municipal corporation and A.P. Transco in her name and in respect of plaint schedule property, and Municipal corporation allotted a door.No.39-8-38/1/6. The land covered by layout bearing No.32/1994 situated in Old S.No.47 and 48 of Madhavachara Village, Visakhapatnam is a private property and not the property of the defendant. The said fact was duly conformed by the Urban Development Authority by its proceedings dated.26.9.1994 and regularized the layout. The said fact is reiterated by ULC Authorities also vide its proceedings dated.16.5.2001 and 16.2.2005 while granting permission for sale of the schedule property. The Municipal Corporation also by its latest proceedings dated 28.6.2005 accorded permission for construction of building. More than 75% of the owners of the plots in the said layout have already constructed buildings after obtaining necessary approval from the Visakhapatnam Municipal Corporation and the said buildings were duly assessed to property tax and the owners have been in peaceful possession and enjoyment of the property without any let or hindrance from any one including the defendant. The suit schedule property is part of the duly VUDA approved payout L.P.32/1994, developed in old survey No.47 and 48 of Madhavadhara and Municipal corporation laying roads and constructions of drainage channel and also laying electricity poles in L.P.32/1994 layout, and the said layout exclusively belongs to private property but not the property of the defendant. As such the defendant has no right over the plaint schedule property and plaintiff has been in possession and enjoyment of the suit schedule property from the date of her purchase till today.

13. The learned counsel for the defendant vehemently argued that the land in S.No.47&48 of madhavadhara village exclusively belongs to the defendant, as the same was gifted by one late sanapala seethanna and his two sons and the matter with regard to ownership of this land

[Handwritten signature]

S.No.47&48 which corresponding to old S.No.1 and 2 of madhavadhara village, for an extent of Acs 8 out of Acs 6 in S.No.1 and Acs.2 in S.No.2, which was litigation since 1957 in O.S.216/57 and the Hon'ble court of senior civil judge confirmed the gift deed executed by late sanapala seetanna and his sons in favour of defendant Devathanam. The defendant therein in O.S.216/57 filed appeal in A.S.1/69 and the same was dismissed and also preferred 2nd appeal and same was dismissed and the defendant filed an E.P 252/1974 for delivery of the decretal land of Ac.3.00 in old S.No.1-A and while was pending as Namballa purnayya died and his legal heirs were added as J.drs, and the delivery of property with regard to 3 Acres of land out of 8 Acres to the defendant is still pending. The EX.B4&B5 clearly shows that the S.No.47&48 exclusively belongs to the defendant herein. The successors of sri N.Purnayya and other have sold the disputed land to another parties during the litigation pending before the court of law without having proper right or title on the land, and in such case the parties who purchased defendant land illegally initiated cases and they cannot claim for their title or right over the land. The land in S.No.47&48 of Madhavadhara and S.No.275 of Adavivaram belongs to defendant are adjacent to each other with the boundaries being very close and many of the people like the plaintiff have encroached in both Sy.No.47&48 and a part of the land in Sy.No.275 of Adavivaram village in the guise of registered documents even though they have no right or title over the land. As such the layout prepared by VUDA and for the lands comprising of S.No.47&48 of madhavadhara cannot be taken into consideration and in any view of the matter approval of layout cannot confer or confirm title. The VUDA, plaintiff, and the plaintiff vendor and plaintiff vendors vendor and whoever illegal possession and illegal construction in the Sy.No 47&48 have no right and interest and title, and such possession and any construction is illegal. The learned

[Signature]

counsel defendant further argued that PW1 has no right over the plaint schedule property and also vendor of the plaintiff has no right to pass the title to the plaintiff and also she has no right to delivered the possession to the plaintiff and there no title in favour of plaintiff, it can not said that her possession is legal. The plaintiff has not came to the court with clean hand and surprise the fact as such plaintiff failed to prove her possession as well as her title. Suit for permanent injunction question of title has to be and can be gone into and title create possession and in this case the plaintiff failed establish her title over the suit schedule property as such her possession is illegal under eye of law.

14. The learned counsel for plaintiff seriously contented that this is a mere injunction suit simplicitor, the possession as on the date of filing of the suit is of paramount consideration and the main moto of suit is that restraining the defendant from interfering with peaceful possession of plaintiff and enjoying of the plaint schedule property in any manner including with the construction work. The plaintiff approach the court with clean hand without the surprise the fact and disclose truth openly more over this suit is not a title or declaration suit or etc, and though EX.A1 to 7 the plaintiff has sufficiently prove that she is the owner and possessor suit schedule property and she has been paid vacant land tax house tax, water tax, electricity charge under EX.A4toA7. The vendor of PW1 purchased half share of plotNo.25 under EX.A2 and PW1 purchase the plaint schedule property under EX.A3 and the vendor of the plaintiff divested of her title and possession to the PW1 and that the PW1 becomes owner of the suit property and her name was mutated in municipal corporation and municipal corporation assessed schedule property for tax purpose and also she paying house tax charges to the Municipal corporation. moreover plaintiff obtained loan from the ICICI bank the after her purchased the plaint schedule property for



construction of house when the municipal corporation assessed plaintiff schedule property in the name of the plaintiff under EX.A4&A6 with support of EX.A2&A3 which are the registered sale deeds and link document of the PW1. The vendor of the PW1 purchased suit schedule property under EX.A2 at the time there was a regularized layout plan and plan approved by VUDA and she obtained permission from the ULC Authorities and the municipal corporation lying road and water drainage. The EX.B1 judgment not binding on the plaintiff and also EX.A1 layout plan and the survey number mentioned in EX.B1 not connection with EX.A1 layout plan Survey numbers and also EX.A2&A3. The sy.No.47&48 exclusively belongs to the private parties but not defendant. The defendant has no right to question the title or possession of the plaintiff over the plaintiff schedule property if they are in wrongful possession.

15. In view of the decision reported in 2008 (1) ALD 748 INJUNCTION-Suit for-dismissal of, on question of title, while holding that plaintiff is in possession of property-Legality- Held, in suit for injunction simpliciter complicated question of title cannot be gone into. In another case reported in 2008 (2) ALD INJUNCTION-Perpetual injunction-court to record a definite finding as to possession over suit property-verification of title must be undertaken in limited sense, it necessity arise-If it is not found that plaintiff not in possession of property, even necessity to verify title, pales into insignificance-courts below devoted most of their attention to ascertain title vis-à-vis suit property- Basically, finding as to possession must be recorded in a suit of this nature. In another case reported in 2008 (5) ALD 505, In another case reported 2008 (1) ALD 786 wherein it was held that "Section 114-Possession follow title - Recital relating to delivery of possession, clear and categorical in title deeds-Discrepancy, if any, in oral evidence cannot be taken as a ground to



disbelieve factum of possession. Therefore from the above discussion it emerges that the plaintiff is in possession over the suit schedule property, as she retained in possession, with valid title. It is true that in a suit for perpetual injunction, the possession of the parties as on the date of filing of the suit is of a paramount consideration, but at the same it is the settled principle of law that the suit for perpetual injunction the question of incidental title should not gone into. when it is not a suit for declaration of title, As such the possession of the plaintiff, with the proof of incidental title, is legal.

16. Now the point for consideration is what is the relation of the plaintiff in respect of the suit schedule property basing on her possession or title, as per the documents filed by her, whether her possession is legal and juridical can be protected?

17. On a careful scrutiny and marshaling and appreciation of oral and documentary evidence of both parties, the plaintiff filed the suit claiming that she is the owner and possessor of the suit land being purchased the same from her vendor under Ex.A2 registered sale deed. The plaintiff established her possession as well as title on the date of filing of the suit and the plaintiff filed the suit for permanent injunction is of a limited scope, and in view of EX.A1 to A7 i.e. registered sale deed, link document and proceedings of municipal corporation and house tax receipt which shows that the plaintiff became the owner and possessor of the plaintiff schedule property as on date of filing of the suit, when the plaintiff has established the possession over the suit schedule property on the date of filing suit is paramount consideration and EX.A2 to A7 shows her title and possession as on the date of filing of the suit. the plaintiff is entitled for grant of permanent injunction. When the plaintiff shown her possession with support of legal title to the plaintiff schedule property and the plaintiff is continued in possession of the suit schedule property from

22/2/83

the date of purchased and further from several admissions made by the defendant it is clear that the plaintiff prove her case. Thus this court is of the view that the defendant need not prove his title and possession in the plaint schedule property, but if he could able to disprove the case of the plaintiff by bringing on to record inherent lacunae in the case of plaintiff, though the defendant filed EX-B1 to B7 which are not disprove the possession of the plaintiff.

18. The jurisdiction of the court by injunction in cases of trespass is in aid of the legal right. The court interferes on the assumption that the party who makes the application has the right which he asserts, but needs the interference of the court for the protection of the property from irreparable damage pending the trial of the right. In the instant case, the plaintiff pleads that she is the owner and possessor of the suit land, and she prove her incidental title and as per the version of the defendant, the plaintiff was a owner and possessor of the plaint schedule property, as such the plaintiff has prove her right, which she asserted in his pleadings, in view of the discussion made above, this court is inclined to grant injunction, as the case of possession of the plaintiff is supported by incidental title, hence this court is able to exercise its jurisdiction by granting injunction, as the plaintiff has legal right to invoke the aid of the court. The remedy of permanent or temporary injunction is basically an equitable remedy and the plaintiff must come to the court with clean hands and must establish her possession on date of filing of the suit and honestly disclosure of all relevant statement of fact before the court. In a case AIR1972 Supreme court page No.2299 wherein it was held that "plaintiff is possession of suit property, he can on strength of his possession, resist interference from the defendant who has no better title than himself and get injunction restraining defendant from disturbing his possession . In another case reported in 1999 (2) ALD 327

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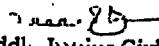
it was held that "In a suit for injunction primary question is possession and not the title

19. For the foregoing reasons, this court is of the considered view that the plaintiff is the owner and possessor of plaint schedule property and also establishes her title and that the plaintiff is entitled for grant of perpetual injunction against the defendant. Thus issues No.1 answered in favour of the plaintiff and against the defendant.

20. ISSUE No.2: In view of the findings in issues No.1, the suit of the plaintiff liable to be decreed.

In the result, the suit is decreed as prayed for, and the defendant, their men, agents and workmen are hereby perpetually restrained from interfering with the peaceful possession and enjoyment of the plaintiff over the plaint schedule property including with construction work. No costs.

Typed by myself and correct, Pronounced by me in the open court on this the 7th day of January, 2009.


V Addl. Junior Civil Judge,
Fac VI Addl. Junior Civil Judge
Visakhapatnam.

APPENDIX OF EVIDENCE

For Plaintiff :

P.W.1 : Kothapalli Saraswathi.

P.W.2 : Kothapalli Satya Sai Rama Ravindra Varma.

P.W.3 : K.V.Madhava Rao .

For Defendant:

DW.1: N.K.B.N.Swamy.

EXHIBITS MARKED

For Plaintiff:

Ex.A1 /26.9.1994

: VUDA Approved plan of the layout.

Ex.A2/ 13.6.2001

: Extract of Reg. Sale Deed bearing No.1033/01
executed in favour of A.Rajeswari.

Ex.A3/18.2.2005

: Extract of Regd. Sale Deed bearing No.,425/05
executed in favour of plaintiff.

Ex.A4/4.3.2005 : Special notice for vacant land tax paid for the schedule property.

Ex.A5/4.3.2005 : Receipt for payment of vacant land tax pertaining to schedule property.

Ex.A6/18.2.2007 : Special notice of property tax of schedule property.

Ex.A7/24.3.2008 : Receipt of House tax pertaining schedule property.

Defendant :

- Ex.B1 : Copy of Judgment in O.S.216/1957 on the file of District Munsif, Visakhapatnam.
- Ex.B2 : Attested Extract of Fair Adangal issued by Tahsildar, Visakhapatnam Urban dt.30.11.2008.
- Ex.B3 : Attested copy of Extract from Settlement register Gillman Register certified by Tahsildar, Visakhapatnam.
- Ex.B4 : Order copy of 2nd appeal No.135/1984 on the file of Hon'ble High Court, Hyderabad.
- Ex.B5 : Copy of orders in E.A.75/2003 in E.P.66/2003 in O.S. 216/1957 on the file of Principal Junior Civil Judges Court, Visakhapatnam.
- Ex.B6 : copy of Order of Hon'ble High Court of A.P. Hyderabad in W.M.P.No.15055/2005 in W.P.No.11812/2005 dt.7.6.2005.
- Ex.B7 : Authorization letter issued by the executive Officer of the defendant to the witness dated 5.11.2008.


V.A.J.C.J./VSP
FAC VI AJCJ/VSP

TLC
N.S. Rao
Advocate

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IN THE HONOURABLE COURT OF THE JUNIOR CIVIL JUDGE
AT VISAKHAPATNAM
O.S.No.3475/2005

Between:

Smt Kothapalli Saraswathi

....Plaintiff

And:

Sri Varaha Lakshmi Narasimha Swami Devasthanam,
Simhachalam, Rep by its the Executive Officer,

....Defendant

PROPERTY SCHEDULE

Vacant House Site measuring 133.5 Sq. Yards forming part of the Plot No.25 of a VUDA approved layout LP No.32/94, situated in Survey No.47/part of Madhavadhara, Visakhapatnam with compound wall on the southern side and bounded as follows:-

EAST	:	Part of Plot No.25 belonging to T. Saschaiah,
SOUTH	:	Building in Plot No.34 belonging to Pilla Sankara Rao.
WEST	:	Plot No.24 belonging to R. Sreerama Raju.
NORTH	:	40 feet wide road.

[Signature]
ADVOCATE FOR THE PLAINTIFF

* *[Signature]*
PLAINTIFF

The facts stated above are true to the best of my knowledge, information and belief

Visakhapatnam
Dated:20-12-2005

* *[Signature]*
PLAINTIFF

TLC
N.S. Rao
Advocate

- 72 -

PRESENT : SHRI R.SUBRAHMANYAM, IAS.,

DATED: 22.12.94.

Read:- 1. Lr. Dt. 17.8.94 of Sri G.Mohana Rao and others.
2. WDA Resolution No.669 dt. 26.9.94.

"Sri G. Mohana Rao and others have requested for regularisation of unapproved layout in respect of S.NO.47/P and 48/P of Madhuvadhara. Vide reference 1st read above. The applicants have paid Rs.24,000/- towards development charges, furnished clearance from U.L.C. Authorities and copies of sale deeds.

Commissioner, Visakhapatnam Municipal Corporation, Visakhapatnam has stated that the area is designated for residential land use, and that the roads shown in the layout are in conformity with the norms except 10% open space reserved for parks and open space vide their letter dt. 26.5.94.

Applicants have represented that the members of the Building Society have purchased sites independently that some of the sites have fallen in the area covered by open space that these sites cannot be handed over and that the applicants are ready to pay the value of lands in terms of C.O.No.65 M.A. dt. 5.2.87 at the time of seeking approval for building plans.

The plans so received have been examined in detail and approved vide L.P.No.32/94 with the following land use analysis in terms of instructions of Government in G.O.No.65 M.A.dt.5.2.97 subject to the following conditions.

1. Plots falling in Adavivaram hill boundary as shown in plan are deleted from the regularization per view.
2. Fulfilment of conditions imposed as per the provisions of G.O.Ms.No.65 dt. 5.2.87 are explained above i.e.,
 - a) Collection of development charges betterment charges, external development charges by Visakhapatnam Municipal Corporation.
 - b) 10% open space charges as per market price fixed and collected by Visakhapatnam Municipal Corporation.

PYO

శుభప్రసాదానంతరము

Book - Year - 51 Document No 3143
 No. of Sheets Submitted by Presentant 13
 Serial No. 1

3. 60' Road alignment as shown in the plan in detail should be strictly adhered to and accordingly.
4. Visakhapatnam Municipal Corporation should thoroughly verify the title deeds of the land before according permission to the building and also should verify the U.L.C. Clearance to the satisfaction of Visakhapatnam Municipal Corporation.

LAND USE ANALYSIS:

Sl. No.	Description	Extent	Percentage
		Ac. cts.	
1.	Plotted area	2.53	57.50%
2.	Area covered by roads	1.67	42.50%
3.	Open space area	Nil.	Nil
Total		4.40	100.00%

One set of plan, regularised duly enclosed with approved is enclosed. Commissioner, Visakhapatnam Municipal Corporation is requested to implement the layout conditions strictly.

Encl: one set of layout plan.

/ t.c.p.b.o. /

Sd/- K.D. ARUNACHALAM
 For VICE CHAIRMAN

[Signature]
 ADMN. OFFICER (G)

To
 The Commissioner, / Special Officer,
 Visakhapatnam Municipal Corporation,
 VISAKHAPATNAM.

Copy to Sp. Plg. Officer, WDA for necessary action.

TLC
N.S. Rao
Adm. Officer



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BN 914641

SL.No. 6066 Date 13/8/15 Rs. 100/-
SOLD to Suresh Kumar Jain S/o Late G.C. Jain; VSB
To Whom Navaratna Estates; VSB

JUNIOR ASSISTANT
EX-OFFICIO STAMP - VENDOR
VISAKHAPATNAM

SALE DEED FOR Rs.1,50,58,000/-

This Deed of Sale is executed on this 31st day of August 2015 at Visakhapatnam by:

M/s. NAVARATNA ESTATES, (PAN NO.AAJFN5785A), a Registered Partnership Firm having its office at Door No. 10-1-29, 3rd Floor, C.V.S.V.Raghu Chambers, Sampath Vinayaka Temple Road, Asilmetta, Visakhapatnam represented by its Managing Partner Sri. SURESH KUMAR JAIN, aged 50 years, S/o. Late G.C.Jain, hereinafter referred to as the "VENDOR" which expression shall wherever it occurs in this deed include its heirs, executors, assigns and administrators of one part:

For NAVARATNA ESTATES

Suresh Kumar Jain
VENDOR Managing Partner

PURCHASERS
S. Badrinayana
B.V.M.



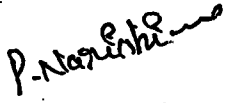


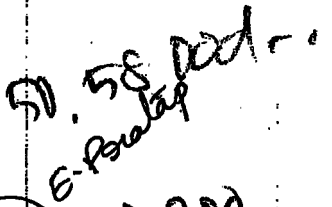
Presentation Endorsement:

Presented in the Office of the Joint Sub-Registrar, Dwarakanagar, along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act 1908 and fee of Rs. 150580/- paid between the hours of _____ and _____ on the 31st day of AUG, 2015 by Sri Suresh Kumar Jain

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

Sl No	Code	Thumb Impression	Photo	Address	Signature/Thumb Impression
1	CL		 BADRI NARAYANAN UMA M. [314-1-2015-3193]	BADRI NARAYANAN UMA MAHESWARI W/O. SEETHARAMAN BADRI NARAYANAN DNO-13-28-7/102 DANDU BAZAR MAHARANIPETA, VISAKHAPATNAM	
2	CL		 SEETHARAMAN BADRI NAR. [314-1-2015-3193]	SEETHARAMAN BADRI NARAYANAN S/O. RADHA KRISHNAN SEETHARAMAN DNO-13-28-7/102 DANDU BAZAR MAHARANIPETA, VISAKHAPATNAM	
3	FX		 SURESH KUMAR JAIN [R] [314-1-2015-3193]	SURESH KUMAR JAIN[R]M/S NAVARATNA ESTATES DNO-10-1-29 3RD FLOOR ASILMEITA, VISAKHAPATNAM	

Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1		 P NARASINGA RAO::31 [314-1-2015-3193]	P NARASINGA RAO GENDAVALLASA NARASIMHAPURAM SRIKAKULAM	
2		 E PRATAP::31/08/2015.13: [314-1-2015-3193]	E PRATAP DNO-18-54-22 KGH DOWN MAHARANIPETA VSP	

Bk - 1, CS No 3193/2015 & Doct No 3139/2015. Sheet 1 of 7

JOINT SUBREGISTRAR
Dwarakanagar



Signature of JOINT SUBREGISTRAR

52900
15058000/-
E-Pratap
11.08.2015



In favour of (1) **Sri SEETHARAMAN BADRI NARAYANAN, (PAN NO. AEBPB6712M)** aged 42 years, S/o. Sri Radha Krishnan Seetharaman and (2) **Smt. BADRI NARAYANAN UMA MAHESWARI, (PAN NO. AAHPV7929H)** aged 38 years, W/o. Sri Seetharaman Badri Narayanan, both are residing at Door No. 13-28-7/102, Puli Gedda Towers, Dandu Bazar, Maharanipeta, Visakhapatnam - 530 002, hereinafter called the "**PURCHASERS**" which expression shall wherever it occurs in this deed includes their heirs, executors, assigns and administrators on other part:

Whereas the Vendor herein had purchased two plots bearing Plot Nos. 19 & 20 consisting (1) **Plot No.19** with an extent of **267 Sq.yards** or **223.245 Sq.meters** together with AC Sheet thereon with a plinth area of **240 sft.** bearing Door No. 39-8-40/5/1, Asst.No.69500/4644 in the approved layout vide L.P.No.32/94 covered by Survey No.47 Part of Madhavadhara Village and (2) **Plot No.20** with an extent of **267 Sq.yards** or **223.245 Sq.mts** of Vacant Site in approved Layout vide L.P.No.32/94 covered by Survey Nos. 47 & 48 of Madhavadhara Village, (**ULC Proceedings Order 26 No. 2141/83 (A1), dtd. 26-09-1983 and 1277/83 (A1), dtd. 02-06-1983** issued by **Urban Land Ceiling Authority**) within the limits of Visakhapatnam Municipality which was purchased from **M/s. ARUNA CONSTRUCTIONS, represented by its Proprietor Sri Datla Rama Krishna Raju** under a Registered Sale Deed dated **14-11-2014** registered as Document No. **4020/2014** in the office of the Joint Sub Registrar, Dwaraka Nagar, Visakhapatnam and ever since the Vendor have been in uninterrupted possession and enjoying as absolute owner thereof.

Whereas the Vendor intend to sell away the Plot Nos.19 & 20 with an total extent of **534 Sq.yards** or **446.477 Sq.meters** together with AC Sheet thereon with a plinth area of **240 sft.** which is more fully described in the Schedule hereunder and hereinafter referred to as the Schedule Property and the Purchasers herein, offered to purchase it for a total sale consideration of

For NAVARATNA ESTATES

VENDOR
Managing Partner

PURCHASERS

S. Badri narayanan

B. U. M.

Dwarakanagar

Bk - 1, CS No 3193/2015 & Doct No
3139/2015. Sheet 2 of 7

JOINT SUBREGISTRAR33
Dwarakanagar

Endorsement:						
Description of Fee/Duty	In the Form of					
	Stamp Papers	Challan u/s 41 of IS Act	Cash	Stamp Duty u/s 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	752900	0		0	753000
Transfer Duty	NA	225870	0		0	225870
Reg. Fee	NA	150580	0		0	150580
User Charges	NA	150	0		0	150
Total	100	1129500	0		0	1129600

Date

31st day of August, 2015

Signature of Registering Officer
Dwarakanagar

Certificate of Registration

Registered as document no. 3139 of 2015 of Book-1 and assigned the identification number 1 - 314 - 3139 - 2015 for Scanning on 31-AUG-15.

Registering Officer
Dwarakanagar
(T.Upendra Rao)

CERTIFICATE OF SCANNING

The document has been Scanned
with the Identification Number

R1423139.2015

Signature of Registering Officer



Generated On: 31/08/2015 01:50:59 PM



Rs.1,50,58,000/- (Rupees One Crore Fifty Lakhs Fifty Eight thousand Only) which offer the Vendor have accepted as fair, reasonable and reflecting the true and correct market value prevailing in the locality and agreed to sell the same to the Purchasers.

Whereas the Purchasers paid the entire sale consideration of **Rs.1,50,58,000/- (Rupees One Crore Fifty Lakhs Fifty Eight thousand Only)** to the Vendor in the following manner;

- Rs. 8,00,000/- Paid by way of Cheque bearing No. 394591 dtd. 25-04-2015, Corporation Bank, Main Branch, Coimbatore paid by Purchaser No.1
- Rs. 2,00,000/- Paid by way of Cheque bearing No. 394592 dtd. 30-04-2015, Corporation Bank, Main Branch, Coimbatore paid by Purchaser No.1
- Rs.17,00,000/- Paid by way of transfer of funds through RTGS on 18-06-2015 vide Cheque bearing No. 394601 Axis Bank paid by Purchaser No.1
- Rs. 4,00,000/- Paid by way of transfer of funds through RTGS on 11-07-2015 vide Cheque bearing No. 394604 Axis Bank paid by Purchaser No.1
- Rs. 10,00,000/- Paid by way of transfer of funds through RTGS on 31-07-2015 vide Cheque bearing No. 537787 Axis Bank paid by Purchaser No.1
- Rs. 7,54,217/- Paid by way of transfer of funds through RTGS on 22-08-2015 vide Cheque bearing No. 537796 Axis Bank paid by Purchaser No.1
- Rs. 12,00,000/- Paid by way of transfer of funds through RTGS on 01-08-2015 vide Cheque bearing No. 537788, Axis Bank paid by Purchaser No.1
- Rs. 13,99,493/- Paid by way of transfer of funds through a part of RTGS on 22-08-2015 vide Cheque bearing No. 537797 Axis Bank paid by Purchaser No.1
- Rs. 75,290/- Paid by way of deduction of TD's under Form 26QB paid by Purchaser No.1

For NAVARATNA ESTATES

PURCHASERS

S. Badri Narayanan

B. V. M.

Managing Partner

VENDOR

Rs. 10,00,000/- Paid by way of Cheque bearing No. 409892, dtd.30-04-2015 of Corporation Bank, Main Branch, Coimbatore paid by Purchaser No.2

Rs. 20,00,000/- Paid by way of transfer of funds through RTGS on 17-07-2015 vide Cheque bearing No. 409893 Axis Bank paid by Purchaser No.2.

Rs. 10,00,000/- Paid by way of transfer of funds through RTGS on 06-08-2015 vide Cheque bearing No. 409894 Axis Bank paid by Purchaser No.2.

Rs. 8,54,217/- Paid by way of transfer of funds through RTGS on 22-08-2015 vide Cheque bearing No. 409898 Axis Bank paid by Purchaser No.2.

Rs. 25,99,493/- Paid by way of transfer of funds through a part of RTGS on 14-08-2015 vide cheque bearing No.409895, Axis Bank paid by Purchaser No.2.

Rs. 75,290/- Paid by way of deduction of TD'S under Form 26QB paid by Purchaser No.2

NOW THIS DEED OF SALE WITNESSES:-

1. That in consideration of payment of **Rs.1,50,58,000/- (Rupees One Crore Fifty Lakhs Fifty Eight thousand Only)** paid by the Purchasers to the Vendor in the aforesaid manner the receipt of which the Vendor hereby acknowledge, the Vendor accordingly hereby sell, convey, transfer and assign unto the Purchasers all their rights, title and interest, claim and demand whatsoever in the schedule mentioned property and delivered vacant possession thereof to the Purchasers at the time of execution of this deed, to hold the same with absolute rights of sale, mortgage, gift etc., forever free from all encumbrances, together with all water sources, privileges, easements, appurtenances or any other things hidden in the earth belonging to or appurtenant thereto.

For NAVARATNA ESTATES

[Signature]
VENDOR's Managing Partner

PURCHASERS
S. Badri narayanan
B. V. M.

2. The Vendor hereby assure the Purchasers that the said property is free from all kinds of mortgage, charges, agreements to sell, court litigations and any other statutory charges.
3. The Vendor further covenant with the Purchasers that knowingly or otherwise they have not caused or allowed any distress to be levied on the said property.
4. The Vendor further assure the Purchasers that they have got a clear, effectual subsisting and marketable title to the said property and absolute authority to sell the same in the manner aforesaid.
5. The Vendor further covenant with the Purchasers that if there remains any undisclosed and undischarged liability in respect of the said property they shall clear the same and the Purchasers is free there from.
6. The Vendor further agree to indemnify the Purchasers and keep him free from disputes if any raised or objections made to this conveyance by any one and further should any claim be made or dispute raised at any time by any one in regard to this sale, the Vendor hereby undertake that they shall at their own cost settle the same and execute or cause to be executed such further acts, deeds and things as to more fully, effectively convey title to the property hereby sold and conveyed to the Purchasers.
7. The Vendor also assure the Purchasers that if there remains any liability of tax or taxes for the said property to the Municipal corporation or other government or statutory authorities up to the date of this conveyance, the Vendor shall clear the same and in case the same are collected from the Purchasers, the Vendor shall pay the same to the Purchasers.

For NAVARATNA ESTATES

PURCHASERS

S. Badri narayanan

B. V. M.

[Signature]
Managing Partner
VENDOR

RULE - III STATEMENT

Village	T.S.No.	Extent	Rate/Sq.yd	M.V
Madhavadhara	47 Part	534	Rs.28000/-	Rs.1,49,52,000/-
Door No.	&	Sq.yds		
39-8-40/5/1	48	Together		
		with AC		
		Sheet		Rs. 1,06,000/-
		house		
		240 sft		
			Total	Rs.1,50,58,000/-

The Deficit Stamp Duty Rs. 1,52,900/- , Transfer Duty Rs. 2,25,870/- Registration Fee Rs. 1,80,580/- and user charges Rs. 1,50,000/- Total Rs. 11,29,500/- is paid through Chalan Dated 31-08-2016 at State Bank of India, Main Branch, Visakhapatnam

S. Badri narayanan

B.V.M.

PURCHASERS

for NAVARATNA ESTATES

VENDOR Partner

Witnesses:

1 P. Narasimha

2 E. Pratap

Drafted by : 

TTC
N.S. Narasimha

8. The Vendor further assure and covenant with the Purchasers that the Purchasers and their heirs are entitled to peacefully and absolutely enjoy the said property without let or hindrance from any person claiming through them or in trust for them.
9. The Purchasers is entitled to get the said property transferred in his name in all Municipal and other statutory records and enjoy the same with absolute rights for ever.

SCHEDULE OF THE PROPERTY

All that land measuring **534 Sq.yards** or 446.477 Sq.meters together with AC Sheet thereon with a plinth area of **240 sft.** being **Plot Nos.19 & 20** bearing Door No. 39-8-40/5/1, Asst.No.69500/4644 in the approved layout vide **L.P.No.32/94** covered by **Survey No.47 Part & 48** of Madhavadhara Village within the limits of Greater Visakhapatnam Municipal Corporation and Visakhapatnam Registration Sub District and bounded by :

East : Plot No.21
 South : 40 Feet wide Road
 West : Plot No.18
 North : Plot Nos.10 & 11

Measurements :

East to West : 80 feet or 24.38 mts
 North to South : 60 feet or 18.28 mts.

This is not an Assigned Land. The Market Value of Property is **Rs.1,50,58,000/- (Rupees One Crore Fifty Lakhs Fifty Eight thousand Only)**

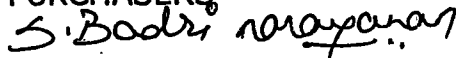
In witness whereof the Vendor and the Purchasers signed this Deed of Sale on the date, month and year mentioned above.

For NAVARATNA ESTATES



VENDOR Partner

PURCHASERS







ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

AT 336607

Sl. No. 3354 23-2-12 100/-

D. R. L. Raju S/o Late Suryanarayana Raju
for M/s Aruna Constructions 54

Sub Registrar
Ex Officio Stamp Vendor
Dwarakunagar, VSP

SALE DEED FOR Rs.37,38,000/-

This Deed of Sale is executed on this 24 day of March, 2012 by and between Sri. **MUPPANA GANGAYYA**, aged 80 years, S/o. late. Muppana Veera Raghavayya, Door No.23-15/3A, Sajjapuram, Tanuku, West Godavari District, Camp at Visakhapatnam hereinafter referred to as "**VENDOR**" which term shall mean and include his heirs, legal representatives, executors, administrators and assignees on the one part.

AND

M/s. **ARUNA CONSTRUCTIONS**, represented by its Proprietor Sri. **DATLA RAMA KRISHNA RAJU**, aged 50 years, S/o. Late D.Suryanarayana Raju, residing at Flat No.402, Surya Towers, Opp, Timpany School, C.B.M. Compound, Visakhapatnam - 530 003, herein after called the "**VENDEE**" which term shall mean and include its successors, executors, administrators and assignees on the other part.

M/s. Aruna Constructions


Proprietor
VENDEE


VENDOR

38,000/-
186900
74760
18690
150

630
2012

referred to in the document
No. of Sheets Submitted by Applicant
No. of original sheets



ENDORSEMENT

Certified that the following amounts will be paid in respect of the document

	Stamp papers	Challan fee	Stamp duty	LD/BR Pay	Total
1. Stamp Duty	186900	186900			186900
2. Transfer Duty		74760			74760
3. Registration fee		18690			18690
4. User Charges		150			150
	100	186500			280100

Joint Sub-Registrar
Dwarakanagar

This document is presented to the office of the Joint Sub-Registrar-5 of Dwarakanagar along with Photographs and Finger Prints required in compliance with the provisions of Section 32-A of Registration Act, 1908 by Sri. _____ fee of Rs. 18690 and T.D. of Rs. 74760 paid through S.B.I. Receipt No. 446 dated 2-2-12 between the hours 2 and 3 on the 3 day of Feb 2012. S.E. by Sri. 1837

M.S.



ಎಸಹ ದಾಖಲೆ

S/O VEERA RAGHANATH

NEELAKRISHNAN

S/o Late D. Suryanarayana Raju, 180.
Proprietor M/s ARUNA CONSTRUCTIONS.

Regr

M. RAMMOHAN RAGHAVA S/O GANGAIA 23-2-12, 534211 (G.M.V)

2012 208
2012 208



- 85 -

PAGE NO.2

Whereas, the Vendor has purchased an extent of 267 Sq.yds or 223.245 Sq.mts of vacant site being Plot No. 20 covered by Survey No.47 & 48 of Madhavadhara Village, within the limits of Visakhapatnam Municipal Corporation from Sri. Nambala Sriramulu, under a registered Sale Deed Dated 26-02-1983 bearing Document No.12268/1983 of Book-I Volum No.1347 in pages 379 to 381 registered in the office of the Joint Sub-Registrar, Visakhapatnam. Subsequently the Vendor and other owners (who purchased sites independently in the layout) have requested the Visakhapatnam Urban Development Authority and also paid development charges. Later on the Layout was approved by the Visakhapatnam Urban Development Authority vide L.P.No.32/94 according to G.O.Ms No.65M.A dt.5-2-87 and eversince the Vendor is in actual possession and enjoyment thereof with absolute rights.

Whereas the Vendor intends to dispose of the said property which is morefully described in the schedule mentioned hereunder for his necesscities and whereas the Vendee wants to purchase the same and offered for a total sale consideration amount of Rs.37,38,000/- (Rupees Thirty Seven Lakhs and Thirty Eight Thouand Only), for which offer the Vendor has accepted as the said offer is fair, reasonable in the said locality and has agreed to sell the same to the Vendee.

Thereby the Vendee had paid the total Sale consideration amount of Rs.37,38,000/- (Rupees Thirty Seven Lakhs and Thirty Eight Thouand Only), to the Vendor in the following manner :

- Rs. 11,38,000/- Paid by the Vendee to the Vendor by way of Cash previously.
- Rs. 8,00,000/- Paid by the Vendee A/c No.63055187973 of State Bank of India, Srinagar branch, Visakhapatnam to the Vendor Son A/c No.1535561948 dated 3-8-2011 of Central Bank of India, Tanuku, West Godavari District through RTGS transcation with the request of the Vendor.
- Rs. 8,00,000/- Paid by the Vendee A/c No.144602000050174 of Indian Overseas Bank of India, Jagadamba branch, Visakhapatnam to the Vendor Son A/c No.1535561948 dated 23-1-2012 of Central Bank of India, Tanuku, West Godavari District through RTGS transcation with the request of the Vendor.

M/s. Aruna Constructions

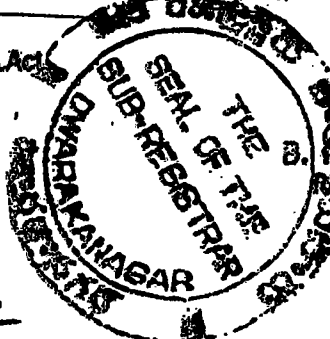

Proprietor
VENDEE


VENDOR

Joint Sub-Request

J.S.R.O. Dwarakanagar
Date: 3-3-12

Sub-Registrar &
Collector n/S 41 of L.S. Act



విజయవరంగ్ అధికారి
NAGESWARA RAO
Registering Officer

CERTIFICATE OF SCANNING

The document has been Scanned
with the Identification Number:

8147620-2212

Signature of Registering Officer

Rs. 10,00,000/- Paid by the Vendee A/c No.144602000050174 of Indian Overseas Bank of India, Jagadamba branch, Visakhapatnam to the Vendor Son A/c No.1535561948 dated 25-2-2012 of Central Bank of India, Tanuku, West Godavari District through RTGS transaction with the request of the Vendor.

NOW THIS DEED OF SALE WITNESSES :

1. That in consideration of payment of Rs.37,38,000/- (Rupees Thirty Seven Lakhs and Thirty Eight Thousand Only), paid by the Vendee to the Vendor in the aforesaid manner, the receipt of which the Vendor hereby acknowledge, and accordingly the Vendor hereby sell, convey, transfer and assign unto the Vendee all his rights, title and interest claim and demand whatsoever in the schedule mentioned property and delivers vacant possession thereof to the Vendee today and the Vendee shall enjoy the same absolutely forever free from all encumbrances, together with all water sources, privileges, easements, appurtenances or any other things hidden in the earth belonging to or appurtenant thereto
2. The Vendor hereby assures the Vendee that the said property is free from all kinds of mortgages, charges, agreements to sell, court litigations and any other statutory charges.
3. The Vendor further covenants with the Vendee that knowingly or otherwise his has not caused or allowed any distress to be levied on the said property.
4. The Vendor further assures the Vendee that he has got a clear, effectual subsisting marketable title to the said property and absolute authority to sell the same in the manner aforesaid.
5. The Vendor further covenants with the Vendee that if there remains any undisclosed and undischarged liability in respect of the said property he shall clear the same and the Vendee is free therefrom.
6. The Vendor further agrees to indemnify the Vendee and keep its free from disputes if any raised or objections made to this conveyance by any one and further should any claim be made or dispute raised at any time by anyone in regard to this sale, the Vendor hereby undertake that he shall at his own cost settle the same and execute or cause to be executed such further acts,

M/s. Aruna Constructions

Proprietor
VENDEE

VENDOR

deeds and things as to morefully effectively convey title to the property hereby sold and conveyed to the Vendee.

7. The Vendor also assures the Vendee that if there remains any liability of tax or taxes for the said property to the Municipal Corporation or other Government or Statutory authorities upto the date of this conveyance the Vendor shall clear the same and in case the same are collected from the Vendee the Vendor shall pay the same to the Vendee.
8. The Vendor further assures and covenants with the Vendee that the Vendee and its heirs are entitled to peacefully and absolutely enjoy the said property without let or hindrance from any person claiming through him or in trust for him.
9. The Vendee is hereby entitled to get the said property transferred in its name in the Municipal Corporation and Government Records and enjoy the same with absolute rights forever.

SCHEDULE OF THE PROPERTY

All that vacant site measuring an extent of 267 Sq.yds or 223.245 Sq.mts of vacant site being Plot No.20 of approved layout vide L.P.No.32/94, covered by Survey Nos. 47 & 48 of Madhavadhara Village, within the limits of the Greater Visakhapatnam Municipal Corporation and Dwarakanagar Registration Sub District and bounded by :

East : Plot No.21
South: 40 Feet wide road
West : Plot No.19
North: Plot No.11

MEASUREMENTS :

East to West : 40 feet or 12.19 mts.
North to South : 60 feet or 18.29 mts.

This is not an assigned land.

There are no constructions in the Schedule mentioned Property.

In witness where of the Vendor and the Vendee have signed this deed of sale on the date, month and year mentioned above.

M/s. Aruna Constructions


Proprietor
VENDEE


VENDOR

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PAGE NO.5

RULE III STATEMENT

VILLAGE	S.No.	Extent	Rate per Sq. Yd.	Value
Madhavadhara Near Door No 39-8-40/5/1	47 & 48	267 Sq. Yds.	Rs.14,000/-	Rs.37,38,000/-

An amount of Rs.2,80,500/- towards Deficit Stamp duty, TD, Registration Fee, User Charges, etc., is paid under Challan dated 3-3-2012 of S.B.I., Dondaparthi Branch, Visakhapatnam District.

M/s. Aruna Constructions

h. h.

Proprietor
VENDEE

M. S. R.
VENDOR

WITNESSES:

1. E. d. h. Nav
Eadara Dhanmar Rao.

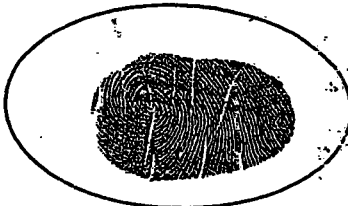


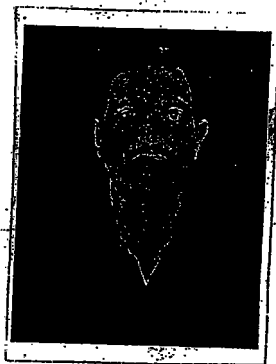
2. P. g. h.
M. RAMANOTHAN RAGHAVA RAO

Drafted by :

S. A. SATHAR
S.A.SATHAR 3.3.2012
Visakhapatnam.

TLC
M. S. R.
Advocate

- 90 -
PHOTOGRAPHS AND FINGERPRINTS AS PER SECTION 32A OF
 REGISTRATION ACT, 1908.


<u>SL.NO.</u>	<u>FINGER PRINT IN BLACK INK (LEFT THUMB)</u>	<u>NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT/SELLER/ BUYER</u>	<u>PASSPORT SIZE PHOTOGRAPH (BLACK & WHITE)</u>
1.		MUPPANA GANGAYYA, S/o.M.Veera Raghavayya, Door No.23-15/3A, Sajjapuram, Tanuku, West Godavari District.	
2.		M/s.ARUNA CONSTRUCTIONS, Proprietor, Sri. DATLA RAMA KRISHNA RAJU, S/o. Late D.Suryanarayana Raju, Flat No.402, Surya Towers, Opp, Timpany School, C.B.M.Compound, Visakhapatnam - 530 003.	

M/s. Aruna Constructions


 Proprietor
 VENDEE

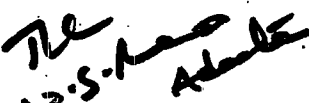

 VENDOR

WITNESSES:

1. 
 E. Dharmarao.

2. 

M. RAMANATHAN RAGHAVAN RAO


 M.S. Rao

ROUTE MAP

(NOT TO SCALE)

GVMC
Madhavadhara Village
S.No.47 & 48
Near Door No.39-8-40/5/1

SCHEDULE
PROPERTY

HETERO
MEDICAL
SHOP

WAY TO MADHAVADHARA
VILLAGES COLONY

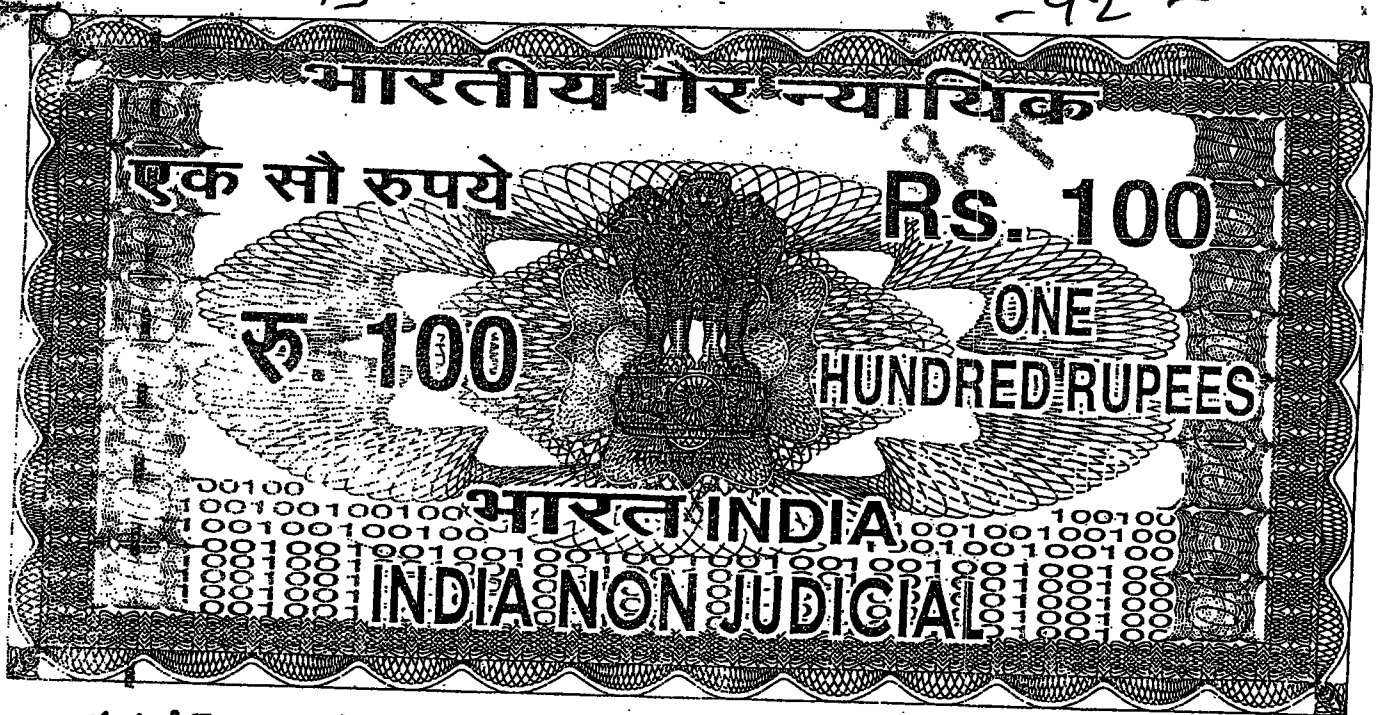
BHAGAVATHI
HOTEL

WAY TO 4EA BUS STOP ROAD

M/s. Aruna Constructions

Proprietor
VENDEE

VENDOR



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
 S.L. No: 982898 Date: 23/11/2011
 Sold to: D. Surya Kantam s/o Late D. Suryanarayana Raju,
 for M/s. Aruna Constructions, vsf.

AP 982898
 B. Surya Kantam
 B. SURYAKANTHAM
 L.No: 03/14/003/2011
 D.No: 49-2-44, Ramakrishna Nagar
 Sunkuvaniapalem, V:SAKHAPATNAM
 Cell No: 9573246568

SALE DEED FOR Rs.38,10,000/-

This Deed of Sale is executed on this 24th day of November, 2011 by Sri. **MUPPANA JANAKI RAMAYYA**, aged 80 years, S/o. Veera Raghavayya, residing at Door No. 3-1, Raghavapuram, H/o. Chinapala Parru, Mudnapalli Mandal, Krishna District, present at Visakhapatnam, hereinafter called the **VENDOR** which expression shall wherever it occurs in this deed include her heirs, executors, assignees and administrators of one part.

In favour of **M/s. ARUNA CONSTRUCTIONS** represented by its Proprietor Sri **DATLA RAMA KRISHNA RAJU** aged 50 years, Son of Late. D. Suryanarayana Raju, residing at Flat No. 402, Surya Towers, Opp. Timpany School, CBM Compound, Visakhapatnam - 530 003, hereinafter called the **VENDEE** which expression shall wherever it occurs in this deed includes its successors, executors, assignees and administrators on the other part.

M/s. Aruna Constructions

Proprietor
 VENDEE

VENDOR

38,10,000/-
190500
76200

3143
2011

-93-

BOOK No. 3143
No. of Sheets Submitted by Prescriber 1/3
Serial No. of the Sheet

Joint Sub-Registrar
Dwarakanagar

ENDORSEMENT

Certified that the following amounts have been paid in respect of this document.

Sl. No.	Description of fee/duty	Stamp papers	Challan with of I.S. Act	Cash	Stamp duty with of	DD/B/C/Pay Order	Total
1.	Stamp Duty	100	190500				190500
2.	Transfer Duty		76200				76200
3.	Registration fee		19050				19050
4.	User Charges		19050				19050
Total		100	286000				286000



Joint Sub-Registrar
Dwarakanagar

This document is presented at the office of the Joint Sub-Registrar-5 of Dwarakanagar along with photographs and Finger Prints required in compliance with the provisions of Section 37A of Registration Act 1908 by SRI [Signature] fee of Rs. 19050 and T.D. of Rs. 76200 paid through S.B.I. Receipt No. YPR dated 21/11/2011 between the hours 2 and 3 on the 21st day of November 2011.
S.E. by SRI 1933

ಮುಖ್ಯ ನೋಂದಣಿ ಕಛೇರಿ

ಪ್ರಾ.ನಿ.ಯಾ.ದಿನಾಂಕ: 21/11/2011
ವಿ.ನಂ. 100/2011

ಮುಖ್ಯ ನೋಂದಣಿ ಕಛೇರಿ ಸ/ಂ. ಕೆ.ರ. ರಾಜವತ್ಸಲ, ಮುಖ್ಯ ನೋಂದಣಿ ಕಛೇರಿ

ಹ. ಸಂ. ಕೆ.ರ. ರಾಜವತ್ಸಲ, ಮುಖ್ಯ ನೋಂದಣಿ ಕಛೇರಿ
D. Suryanarayana Raju, VSP
Proprietor N/S Aruna Constructing.

1 - 14-Shiva Varad 510 14-1/2 Rupa f-6 Palvankhale ne - 15/11/11

7-1/2 Rupa 8/10 Rupa 34-23-5/2 (P)
199.21... ಸಂಖ್ಯೆ... 199.21... ಸಂಖ್ಯೆ...
ಜಾಯಾತ್ ಸಹಿ ಮತ್ತು ಮುದ್ರೆ 5-6

Whereas the Vendor has purchased an extent of **267 sq. yds. or 223.245 sq. mts.** of vacant site being Plot No. 19 covered by Survey No. 47 of Madhavadhara Village, within the limits of Visakhapatnam Municipal Corporaiton from Smt. Vavilapalli Kunchamma under a registered **Sale Deed** Dated **26-10-1983** bearing Document No. **12273/1983** of Book -I Volume No. 1345 registered in the office of the Joint Sub-Registrar, Visakhapatnam. Subsequently, the Vendor and other owners (who purchaed sites independetnly in the layout) have requested the Visakhapatnam Urban Development Authority and also paid cevelopment charges . Later on, the layout was approved by the the Visakhapatnam Urban Development Authority vide L.P.No. 32/94 according to G.O.Ms. No. 65 M.A.Dt.5-2-87.

Later on, the Vendor has got constructed Ac Sheets Shed thereon and ever since the Vendor is in actual possession and enjoyment thereof with absolute rights by paying municipal taxes in his name.

Whereas the Vendor intends to dispose off the said property, which is morefully described in the schedule mentioned hereunder for her necessities and whereas the Vendee wants to purchase the same and offered for a total sale consideration amount of **Rs.38,10,000/-** (Rupees Thirty Eight Lakhs and Ten Thousand only) for which offer the Vendor has accepted as the said offer is fair, reasonable in the said locality and has agreed to sell the same to the Vendee.

Thereby the Vendee has paid the total Sale consideration amount of **Rs.38,10,000/-** (Rupees Thirty Eight Lakhs and Ten Thousand only) to the Vendor by way of cash.

NOW THIS DEED OF SALE WITNESSES :

- 1.. That in consideration of payment of **Rs.38,10,000/-** (Rupees Thirty Eight Lakhs and Ten Thousand only) paid by the Vendee to the Vendor in the aforesaid manner, the receipt of which the Vendor hereby acknowledges, and accordingly the Vendor hereby sells, conveys, transfers and assigns unto the Vendee all her rights, title and interest claim and demand whatsoever in the

M/s. Aruna Constructions


Proprietor
VENDEE


VENDOR

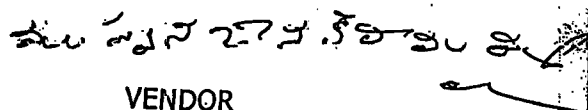
schedule mentioned property and deliver vacant possession thereof to the Vendee today and the Vendee shall enjoy the same absolutely forever free from all encumbrances, together with all water sources, privileges, easements, appurtenances or any other things hidden in the earth belonging to or appurtenant thereto.

2. The Vendor hereby assures the Vendee that the said property is free from all kinds of mortgage, charges, agreements to sell, Court litigations and any other statutory charges.
3. The Vendor further covenants with the Vendee that knowingly or otherwise he has not caused or allowed any distress to be levied on the said property.
4. The Vendor further assures the Vendee that he has got a clear, effectual subsisting and marketable title to the said property and absolute authority to sell the same in the manner aforesaid.
5. The Vendor further covenants with the Vendee that if there remains any undisclosed and undischarged liability in respect of the said property he shall clear the same and the Vendee is free therefrom.
6. The Vendor further agrees to indemnify the Vendee and keep its free from disputes if any raised or objections made to this conveyance by any one and further should any claim be made or dispute raised at any time by anyone in regard to this sale, the Vendor hereby undertakes that he shall at his own cost settle the same and execute or cause to be executed such further acts, deeds and things as to morefully effectively convey title to the property hereby sold and conveyed to the Vendee.
7. The Vendor also assures the Vendee that if there remains any liability of tax or taxes for the said property to the Municipal Corporation or other Government or Statutory authorities upto the date of this conveyance, the Vendor shall clear the same and in case the same are collected from the Vendee that the Vendor shall pay the same to the Vendee.

M/s. Aruna Constructions

 h.

Proprietor
VENDEE


VENDOR

8. The Vendor further assures and covenants with the Vendee, that the Vendee and its successors are entitled to peacefully and absolutely enjoy the said property without let or hindrance from any person claiming through him or in trust for him.
9. The Vendee is hereby entitled to get the said property transferred in its name in all Municipal Corporation Records and other statutory records and enjoy the same with absolute rights forever.

SCHEDULE OF THE PROPERTY

All the site measuring an extent of **267 sq. yds. or 223.245 sq. mts.** together with Ac sheet house thereon with a plinth area of 240 Sft bearing Door No. 39-8-40/5/1, Assessment No. 69500/4644 being Plot No. 19 of approved layout vide LP No. 32/94 covered by Survey No. 47 part of Madhavadhara Village, within the limits of Greater Visakhapatnam Municipal Corporation and Visakhapatnam Registration Sub District and bounded by :

East : Plot No. 20
South : 40 feet wide road
West : Plot No. 18
North : Plot No. 10

MEASUREMENTS :

East to West : 40 feet or 12.19 meters
North to South : 60 feet or 18.29 meters

—This is not an Assigned Property.

In witness whereof the Vendor has signed on this deed of sale on the date, month and year mentioned above.

M/s. Aruna Constructions


Proprietor
VENDEE


VENDOR

RULE III STATEMENT

VILLAGE	S.No.	Extent	Rate/Sc.Yd.	Value
Madhavadhara	47 part	267sq. yds.	Rs.14,000/-	Rs.38,10,000/-
Door No.		together with		
39-8-40/5/1		Ac sheets House		
		with a plinth area of 240 sft.		

An amount of Rs. ~~285900~~ 381000/- towards Deficit Stamp duty, Registration Fee, T.D., User Charges, etc., is paid under Challan No. — dated 24-11-2011 of S.B.I. Main Branch, Visakhapatnam.

M/s. Aruna Constructions

6-11

Proprietor
VENDEE

మొదటిసారి కేసు పెట్టాను
VENDOR

WITNESSES :

1. K Shiva Varma

2. T. V. S. S. S.

Drafted & Prepared by :

S.A.SATHAR
VISAKHAPATNAM.
24-11-2011

3738000
72000
3810000

98
ANNEXURE - I A

Name of the Village : Madhavadhara
Survey No. : 47 part
Door No. : 39-8-40/5/1
Assessment No. : 69500/4644

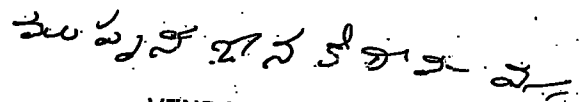
1. Description of the Building
 - a. Nature of Roof : Ac sheets
 - b. Type of Structure : Constructed on Walls
 - c. No. of Floors : Ground Floor only
2. Age of the Building : 7 years
3. Total extent of site : 267 sq.yards
4. Builtup area particulars
GROUND FLOOR : 240 sft.
5. Annual Rental Value : Rs.3,600/-
6. Municipal Taxes per annum: Rs.
7. Executant's estimate of the
M.V. of the Property : Rs.38,10,000/-

M/s. Aruna Constructions


Proprietor
VENDEE

Place : Visakhapatnam

Date : 24-11-2011


VENDOR

Signature of the Executants

CERTIFICATE

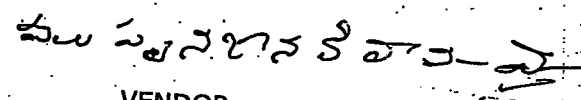
We do hereby declare that what is stated above is true to the best of our knowledge and belief.

M/s. Aruna Constructions


Proprietor
VENDEE

Place : Visakhapatnam

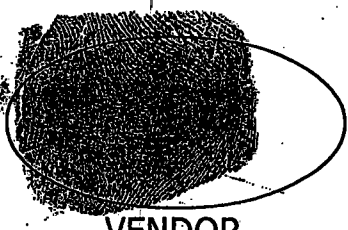

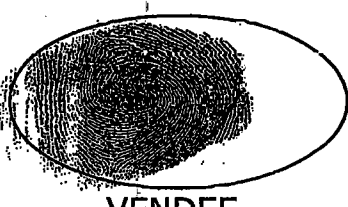

Date : 24-11-2011


VENDOR

Signature of the Executants

99 :-

**PHOTOGRAPHS AND FINGERPRINTS AS PER SECTION 32A OF
REGISTRATION ACT, 1908.**

<u>SL.NO.</u>	<u>FINGERPRINT IN BLACK INK (LEFT THUMB)</u>	<u>NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER</u>	<u>PASSPORT SIZE PHOTOGRAPH (BLACK & WHITE)</u>
1.	 VENDOR	MUPPANA JANAKI RAMAYYA, S/o. Veera Raghavayya, Door No. 3-1, Raghavapuram, H/o. Chinapala Paruru, Mudenapalli Mandal, Krishna District.	
2.	 VENDEE	DATLA RAMA KRISHNA RAJU S/o. Late. D. Suryanarayana Raju Proprietor M/s. ARUNA CONSTRUCTIONS Flat No. 402, Surya Towers, Opp. Timpany School, CBM Compound, Visakhapatnam - 530 003.	

M/s. Aruna Constructions

h — h.

Proprietor
VENDEE

మం పం నా నాన కీరా మం నా

VENDOR

WITNESSES:

1. H. Shiva Vardhan

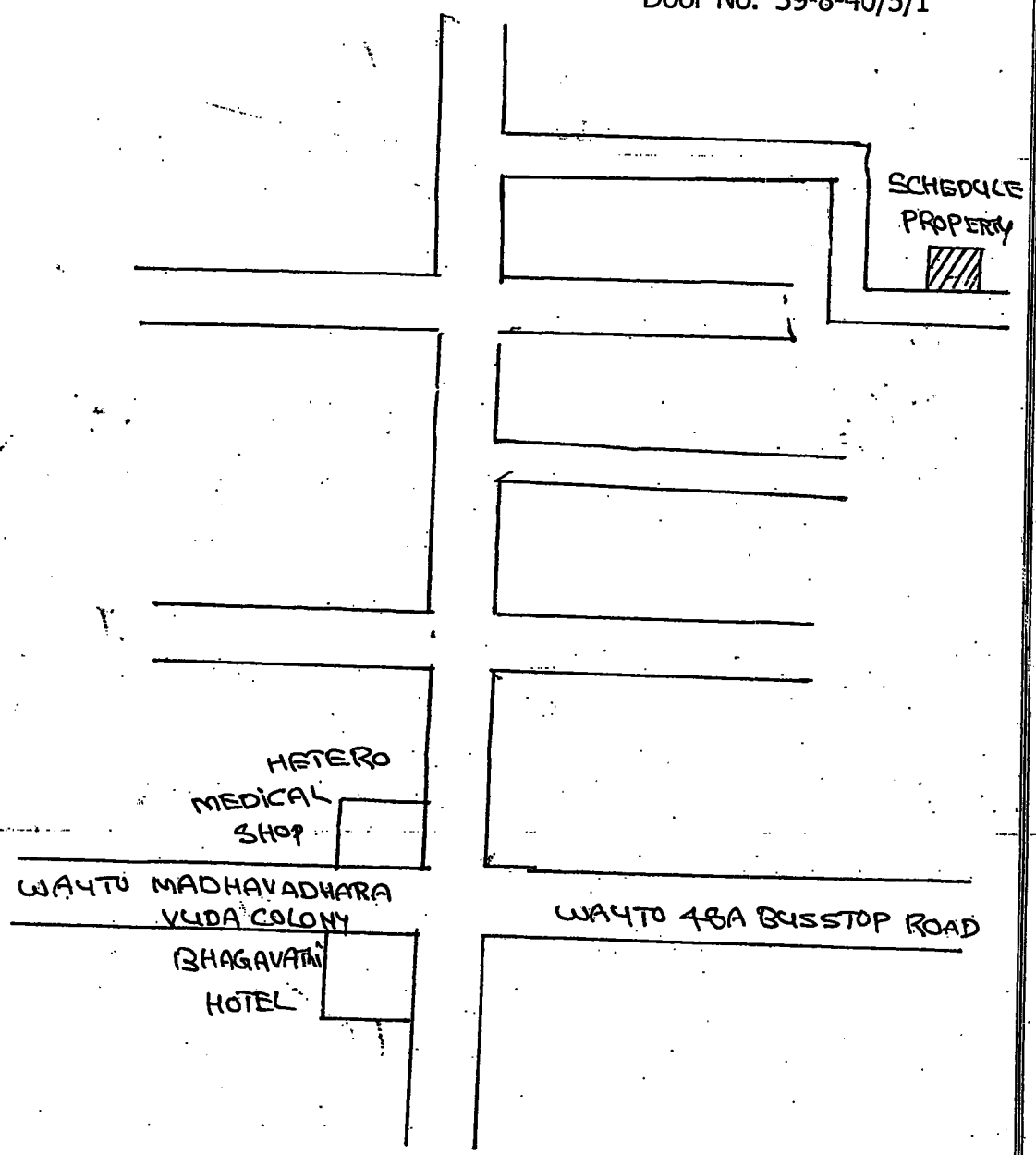
2. S. S. S. S.

TLC
N.S. S. S.

- 100 -

ROUTE PLAN
NOT TO SCALE

G.V.M.C. AREA
Madhavadhara
Survey No. 47 part
Door No. 39-8-40/5/1



M/s. Aruna Constructions

Proprietor
VENDEE

Handwritten signature and text in Telugu script, including the word 'VENDOR'.

EXP. DOCUMENT No. 4020/2014

-101-



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BN 116653

S.No. 2637 Date 30/09/2014
Sold to: Suresh Kumar Jain S/o (Late) G.C. Jain
or Who: Navaratna Estates V.s.p

AKSHINTALA GEETHA
Licensed Stamp Vendor
L.No.03-11-001/2014
55-1-15/6, Old Venkateswaram
Visakhapatnam-530 022
Ph: 9866080892

SALE DEED FOR Rs. 1,29,10,000/-

This Deed of Sale is executed on this 14th day of November 2014 by M/s. ARUNA CONSTRUCTIONS, represented by its Proprietor Sri. DATLA RAMA KRISHNA RAJU, aged 52 years, S/o. Late D. Suryanarayana Raju, residing at Flat No. 402, Surya Towers, Opp : Timpany School, C.B.M. Compound, Visakhapatnam-530 003 hereinafter called the **VENDOR** which expression shall wherever it occurs in this deed include its heirs, executors, assignees and administrators of one part.

In favour of **NAVARATNA ESTATES**, represented by its Managing Partner Sri. **SURESH KUMAR JAIN**, aged 50 years, S/o. Late G.C. Jain, residing at Door No. 10-1-29, Asilmetta, Visakhapatnam hereinafter called the **VENDEE** which expression shall wherever it occurs in this deed Includes its heirs, executors, assignees and administrators on the other part.

NAVARATNA ESTATES

M/s. ARUNA CONSTRUCTIONS

MANAGING PARTNER
VENDEE

PROPRIETOR
VENDOR.



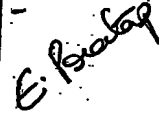

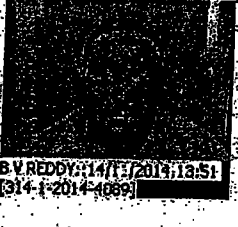
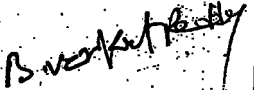
Presentation Endorsement:

Presented in the Office of the Joint Sub-Registrar, Dwarakanagar along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 64550/- paid between the hours of 1 and 2 on the 14th day of NOV, 2014 by Sri D.Rama.Krishna.Raju

Execution admitted by (Details of all Executants/Claimants under Sec 32A)

Sl No	Code	Thumb Impression	Photo	Address	Signature/Thumb Impression
1	CL		 SURESH KUMAR JAIN (R) NAV [31-1-2014-4089]	SURESH KUMAR JAIN (R) NAVARATNA ESTATES D.NO 10-1-29 ASILMEETA, VISAKHAPATNAM	
2	EX		 DATLA RAMA KRISHNA RAJU [31-1-2014-4089]	DATLA RAMA KRISHNA RAJU (R) M/S ARUNA CONSTRUCTIONS FLAT NO 402 SURYA TOWERS C.B.M COMPOUND, VISAKHAPATNAM	

Identified by Witness

Sl No	Thumb Impression	Photo	Name & Address	Signature
1		 E PRATAP: 14/11/2014:13:50 [31-1-2014-4089]	E PRATAP DNO-18-54-22 TADI VEEDHI KGH DOWN MAHARANIPETA VSPM	
2		 B.V REDDY: 14/11/2014:13:51 [31-1-2014-4089]	B V REDDY DNO-31-8-9/1 ALLIPURAM VSPM	

14th day of November, 2014

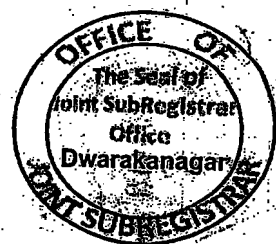
Signature of Joint SubRegistrar5
Dwarakanagar

Bk.-1, CS No 4089/2014 & Doct No
4020/2014.
Sheet 1 of 5

Joint Sub Registrar5
Dwarakanagar



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Whereas Vendor herein had purchased an extent of **267 Sq.Yds.** or 223.245 Sq.mts. together with AC Sheet thereon with a plinth area of **240 Sft.** bearing **Door No. 39-8-40/5/1**, Assessment No. 69500/4644 being **Plot No. 19** of approved layout Vide L.P.No. 32/94 covered by Survey No. 47 part of Madhavadhara Village within the limits of Greater Visakhapatnam Municipal Corporation area which is acquired from Sri. Muppana Janaki Ramayya under a Sale Deed dated 24-11-2011 registered as **Document No. 3143/2011** in the Office of the Dwarakanagar Sub Registrar, Visakhapatnam and eversince he has been in uninterrupted possession of the same enjoying it as absolute owners.

Whereas Vendor herein had purchased an extent of **267 Sq.Yds.** or 223.245 Sq.mts. or Vacant site being Plot No. 20 of approved layout vide L.P.No. 32/94 covered by Survey Nos. 47 & 48 of Madhavadhara Village within the limits of Greater Visakhapatnam Municipal Corporation area which is acquired from Sri. Muppana Gangayya under a Sale Deed dated 03-03-2012 registered as **Document No. 630/2012** in the Office of the Dwarakanagar Sub Registrar, Visakhapatnam and eversince he has been in uninterrupted possession of the same enjoying it as absolute owners.

Whereas the above two site constitute a Single block i.e., **534 Sq.Yds.** 446.49 Sq.mts. together with AC Sheet House thereon.

Whereas the Vendor intends to sell away the above said property more fully described in the schedule hereto annexed to Invest the sale proceeds elsewhere and whereas the Vendee offered to purchase the same for a sum of **Rs. 1,29,10,000/- (Rupees One Crore Twenty Nien Lakhs Ten Thousand only)** which offer the Vendor has accepted as the said offer is fair and reasonable and reflecting the true and correct market values prevailing in the locality and has agreed to sell the same to the Vendee.

Whereas the Vendee has paid the said sale amount of **Rs. 1,29,10,000/- (Rupees One Crore Twenty Nien Lakhs Ten Thousand only)** to the Vendor in the following Manner :

Rs.1,27,80,900/-

Paid by way of through RTGS bearing Cheque No. **881736** D. **14-11-2014** of ING Vysya Bank Limited, Visakhapatnam.

Rs. 1,29,100/-

By deducting T.D.S Amount (1% on Sale Transaction)

Rs. 1,29,10,000/-

Total

NAVARATNA ESTATES

M/s. ARUNA CONSTRUCTIONS

MANAGING PARTNER
VENDEE

PROPRIETOR
VENDOR

-104-

Endorsement:						
Description of Fee/Duty	In the Form of					
	Stamp Papers	Challan u/s 41 of IS Act	Cash	Stamp Duty u/s 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	516400	0		0	516500
Transfer Duty	NA	193650	0		0	193650
Reg. Fee	NA	64550	0		0	64550
User Charges	NA	150	0		0	150
Total	100	774750	0		0	774850

Date
14th day of November, 2014

Signature of Registering Officer
Dwarakanagar

Certificate of Registration
Registered as document no. 4020 of 2014 of Book-1 and assigned the identification number 1 - 314 - 4020 - 2014 for Scanning on 14-NOV-14.

Registering Officer
Dwarakanagar
(S.Rama Krishna Das)



Bk - 1, CS No 4089/2014 & Doct No 4020/2014
Sheet 2 of 5
Joint Sub Registrar
Dwarakanagar

CERTIFICATE OF SCANNING
The document has been Scanned
with the Identification Number
114 4020 2014
[Signature]
Joint Sub Registrar, Dwarakanagar



NOW THIS DEED OF SALE WITNESSES :

1. That in consideration of payment of Rs. 1,29,10,000/- (Rupees One Crore Twenty Nien Lakhs Ten Thousand only) paid by the Vendee to the Vendor in the aforesaid manner the receipt of which the Vendor hereby acknowledges, the Vendor hereby sells, conveys, transfers and assigns unto the Vendee all they rights, title and interest, claim and demand whatsoever in the schedule mentioned property and delivers vacant possession thereof to the Vendee to hold the same absolutely forever free from all encumbrances, together with all water sources, privileges, easements, appurtenances or by other things hidden in the earth belonging to or appurtenant thereto.
2. The Vendor hereby assures the Vendee that the said property is free from all kinds of mortgage, charges, agreements to sell, court litigations and any other statutory charges.
3. The Vendor further covenants with the Vendee that knowingly or otherwise they have not caused or allowed any distress to be levied on the said property.
4. The Vendor further assures the Vendee that they have got a clear, effectual subsisting and marketable title to the said property and absolute authority to sell the same in the manner aforesaid.
5. The Vendor further covenants with the Vendee that if there remains any undisclosed and undischarged liability in respect of the said property they shall clear the same and the Vendee is free there from.
6. The Vendor further agrees to indemnify the Vendee and keep him free from disputes if any raised or objections made to this conveyance by any one and further should any claim be made or dispute raised at anytime by any one in regard to this sale, the Vendor hereby undertakes that they shall at their own cost settle the same and execute or cause to be executed such further acts, deeds and things as to more fully effectively convey title to the property hereby sold and conveyed to the Vendee.
7. The Vendor also assures the Vendee that if there remains any liability of tax or taxes for the said property to the Municipal Corporation, or other government or statutory authorities upto the date of this conveyence, the Vendor shall clear the same and in case the same are collected from the Vendee the Vendor shall pay the same to the Vendee.

NAVARATNA ESTATES


MANAGING PARTNER
VENDEE

M/s. ARUNA CONSTRUCTIONS


PROPRIETOR
VENDOR

8. The Vendor further assures and covenants with the Vendee that the Vendee and their heirs are entitled to peacefully and absolutely enjoy the said property without let or hindrance from any person claiming through him or in trust for him.
9. The Vendee is hereby entitled to get the said property transferred in their names in Municipal Corporation and Revenue records and enjoy the same with absolute rights for ever.

SCHEDULE OF THE PROPERTY

All that site measuring an extent of **534 Sq.Yds. 446.49 Sq.mts.** together with AC Sheet House thereon with a plinth area of **240 Sft.** bearing **Door No. 39-8-40/5/1,** Assessment No. 69500/4644 being **Plot No. 19 & 20** of **VUDA Approved Layout Vide L.P.No. 32/94** covered by **Survey No. 47 part & 48** of **Madhavadhara Village** within the limits of Greater Visakhapatnam Municipal Corporation area and registration Dwarakanagar Sub Registrar Office of Visakhapatnam and bounded by :

East	:	Plot No. 21
South	:	40 feet wide Road
West	:	Plot No. 18
North	:	Plot No. 10 & 11

Measurements :

East to West	:	80 feet or 24.38 mts.
North to South	:	60 feet or 18.28 mts.

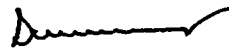
This is not an assigned property.

In witness whereof the Vendor and Vendee have signed on this Deed of Sale on the date, month and year mentioned above.

The Urban Land Ceiling Proceedings Order 26 No. 2141/83 (A1) Dt. 26-09-1983 as per Document No. 12268/1983.

The Urban Land Ceiling Proceedings Order 26 No. 1277/83 (A1) Dt. 02-06-1983 as per Document No. 12273/1983.

NAVARATNA ESTATES



MANAGING PARTNER
VENDEE

M/s. ARUNA CONSTRUCTIONS



PROPRIETOR
VENDOR

RULE III STATEMENT

VILLAGE	S.No.	Extent	Rate/Sq.Yd.	Market Value
Madhavadhara D.No. 39-8-40/5/1	47 part & 48	534 Sq.yds. / together with AC Sheet House thereon with a plinth area 240 Sft.	Rs.24,000/-	Rs.1,29,10,000/-

An amount of Rs. 7,74,750/- towards Deficit Stamp duty, Registration Fee, T.D., User Charges, etc., is paid under Challana dated 14-11-2014 of S.B.I. Dondaparthi Branch, Visakhapatnam.

NAVARATNA ESTATES

MANAGING PARTNER
VENDEE

M/s. ARUNA CONSTRUCTIONS

PROPRIETOR
VENDOR

WITNESSES :

1. E. Prasad

2. D. Venkatesh Reddy

Drafted by : V.Gopi Krishna.

T.V.
D.S. Krishna
Adhikari

EX 114

108

**HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA AND THE STATE OF ANDHRA PRADESH**

**WEDNESDAY, THE TWENTY FIFTH DAY OF NOVEMBER,
TWO THOUSAND AND FIFTEEN**

**:PRESENT:
THE HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY**

**WPMP.NO: 44162 of 2015
IN
WP.NO: 34346 of 2015**

Between:

**Seetharaman Badri Narayanan, S/o Radhakrishnan Seetharaman
R/o D.No.13-28-7/102, Puligedda Towers, Dandu Bazar, Maharanipet,
Visakhapatnam, Visakhapatnam District.**

**...Petitioner
(Petitioner in WP 34346 of 2015
on the file of High Court)**

AND

- 1 The State of A.P., Rep: by its Pri. Secretary, Revenue (Endowments)
Department, A.P. Secretariat, Hyderabad.**
- 2 The Commissioner of Endowments, Andhra Pradesh, Boggulakunta,
Hyderabad.**
- 3 Sri Varaha Lakshmi Narasimhaswamivari Devasthanam, rep: by its Executive
Officer, Simhachalam, Visakhapatnam, Visakhapatnam District.**

**...Respondents
(Respondents in-do-)**

**Counsel for the Petitioner : Sri N. Subba Rao
Counsel for Respondent Nos.1 & 2 : GP for Endowments (AP)
Counsel for Respondent No.3 : Smt. K. Lalitha**

Petition under Section 151 of C.P.C. praying that in the circumstances stated in the affidavit filed in the W.P., the High Court may be pleased to direct the respondents not to dispossess the petitioner from the property owned by the petitioner to an extent of 534 Sq. yards in Plot Nos.19 and 20 bearing Door No.39-8-40/5/1, Asst. Nos.69500/4644 in the approved Layout bearing L.P.No.32/94 covered by Sy.Nos.47 part and 48 of Madhavadhara Village within the limits of Greater Visakhapatnam Municipal Corporation without following due process of law, pending disposal of WP No.34346 of 2015 on the file of the High Court.

The Court while directing issue of notice to the Respondents herein to show cause as to why this application should not be complied with, made the following order. (The receipt of this order will be deemed to be the receipt of notice in the case)

ORDER:

Pending further orders, the respondents shall not dispossess the petitioner from the extent of 534 sq. yards in plot Nos.19 and 20, bearing Door No.39-8-40/5/1, Asst. Nos.69500/4644 in the approved Layout bearing L.P.No.32/94, covered by Sy.Nos.47 Part and 48 of Madhavadhara village, within the limits of Greater Visakhapatnam Municipal Corporation, without following the due process of law.

//TRUE COPY//

**Sd/- K.SRINIVASA RAO
ASSISTANT REGISTRAR**

For ASSISTANT REGISTRAR

To

- 1 The Principal Secretary, Revenue (Endowments) Department, State of A.P.,
A.P. Secretariat, Hyderabad.
- 2 The Commissioner of Endowments, Andhra Pradesh, Boggulakunta,
Hyderabad.
- 3 The Executive Officer, Sri Varaha Lakshmi Narasimhaswamivari Devasthanam,
Sinhachalam, Visakhapatnam, Visakhapatnam District.
(Addressees 1 to 3 BY RPAD)
- 4 One CC to Sri N. Subba Rao, Advocate (OPUC)
- 5 Two CCs to the G.P. for Endowments (AP), High Court, Hyderabad. (OUT)
- 6 One Spare Copy.

nnr

HIGH COURT

CVNR,J

DATE: 25-11-2015

ORDER

WPMP.NO: 44162 of 2015

IN

WP.NO: 34346 of 2015

DIRECTION

CPJee Endowment

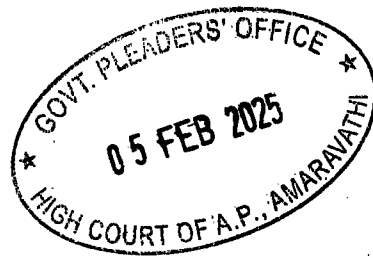
VISAKHAPATNAM : District

IN THE HIGH COURT OF
JUDICATURE OF ANDHRA PRADESH
AT AMARAVATI

I.A.NO. OF 2025
IN
W.P. NO. OF 2025

Endty

DIRECTION PETITION



Filed by:

M/s.M.DEVI PRASAD(18696)
V.DUSHYANTH REDDY(22744)
SURYA TEJA ANUMOLU(24858)
Counsel for Petitioner

9848421869