

IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH
AT AMARAVATHI

W.P. NO. OF 2025
CHRONOLOGICAL / RUNNING INDEX

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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 AMARAVATHI
W.P. NO. OF 2025

Between:

Ambothula Venkata Lakshmi W/o. Late. Malli Nageswara Rao
Aged about 42 years, Occ: Employee,
Plot No. 185, S.T Colony, Bavaji Nagar, Sangatigunta
Guntur Town & District.

..Petitioner

And

1. The State of Andhra Pradesh
Rep.by its Prl. Secretary Endowment Department,
Secretariat A.P. Amaravathi.
2. The District Collector Guntrur
Guntur District. Andhra Pradesh.
3. The Deputy Commissioner, Endowmnt Department,
Naaz Center, Guntur. Andhra Pradesh.
4. The Tahsildar Guntur.
Guntur District. Andhra Pradesh.
- 5.The District Registrar Guntur
Guntur District, Andhra Pradesh.
- 6.The Station House Officer, Lalapet, Guntur
Guntur Dist. Andhra Pradesh
7. The Schedule Tribes Employes Co-Operative House
Building Society Ltd., Rep. by its President
Sri. Ch.Prasada Rao, ST Employes Colony
Sangatigunta, Guntur Town & District.
- 8.Panchaiti Akhara Bara Udasin Niranman (Society)
Having its office at Krishna Nagar
Mukhiya Mahal, Allahabad
Rep,by its Mahanth Hanuman Das, Branch at Guntur ..Respondents.

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The address for service on the above named Petitioners is that of their counsel **GADA.VENKATESWARLU (12997)**, Eathakota Venkata Rao, Advccates, D. No. 2-69, Malkapuram village, Mandadam Post, Thullur Mandal, Guntur District.

For the reasons stated in the accompanying affidavit, it is hereby prayed that this Hon'ble Court may be pleased to issue an appropriate Writ, Order or Direction, more particularly one in the nature of Writ of Mandamus, to declare the action of the 3rd respondent threatening to dispossess petitioner from the house site Plot Nos.185, for an extent of 242-00 Sq. Yards Situated at S.T Colony, Bavaji Nagar, Sangatigunta Guntur Town & District. A.P , the said action of the respondents herein being assailed as being illegal, arbitrary without jurisdiction apart from being in violation of Principles of Natural Justice violative of Article 14, 21 and 300-A of Constitution of India and consequently direct the 3rd respondent not to dispossess the petitioner from her house Plot and to grant other relief or reliefs as this Hon'ble Court deems fit and proper in the circumstances of the case.

AMARAVATHI.

Counsel for the Petitioner

DATE: 05-02-2025

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IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH

AT: AMARAVATHI

W.P No. of 2025

Between:

Ambothula Venkata Lakshmi W/o. Late. Malli Nageswara Rao
Aged about 42 years, Occ: Employee,
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Rep.by its Prl. Secretary Endowment Department,
Secretariat A.P. Amaravathi.
2. The District Collector Guntrur
Guntur District. Andhra Pradesh.
3. The Deputy Commissioner, Endowment Department,
Naaz Center, Guntur. Andhra Pradesh.
4. The Tahsildar Guntur.
Guntur District. Andhra Pradesh.
- 5.The District Registrar Guntur
Guntur District, Andhra Pradesh.
- 6.The Station House Officer, Lalapet, Guntur
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- 8.Panchaiti Akhara Bara Udasin Niraman (Society)
Having its office at Krishna Nagar
Mukhiya Mahal, Allahabad
Rep,by its Mahanth Hanuman Das, Branch at Guntur. ..Respondents.

AFFIDAVIT

I, Ambothula Venkata Lakshmi W/o. Late. Malli Nageswara Rao, Aged
about 42 years, Occ: Employee, Plot No. 185, S.T Colony, Bavaji Nagar,

Sangatigunta, Guntur Town & District. Now having temporarily come down to, do hereby solemnly affirm and sincerely state on oath as follows:-

1. I am the petitioner herein and as such I am well acquainted with the facts of the case.
2. I submit that the present Writ Petition is being filed questioning the action of the 3rd respondent threatening to dispossess the petitioner from the house site Plot Nos.185, for an extent of 242-00 Sq. Yards Situated at S.T Colony, Bavaji Nagar, Sangatigunta Guntur Town & District. A.P , the said action of the respondents herein as being illegal, arbitrary without jurisdiction apart from being in violation of Principles of Natural Justice violative of Article 14, 21 and 300-A of Constitution of India.
3. I submit that the 8th respondent Society was registered under the society's registration Act, 1960 which was registered in the year 1927. The 8th respondent society sold the property in the year 1983 through agreement of sale dated 12-06-1983 to the petitioners society i.e., 7th respondent herein, thereafter the said society allotted the plots to the petitioner's vendor who is the members of the said society. The petitioner vendor constructed house after obtaining permission from the Municipal Corporation of Guntur. Thereafter the petitioner's Husband purchased the subject house plot by an agreement of sale dated 22-02-2010. Since then petitioner's husband had been in been peaceful possession and enjoyment of the same. That the petitioner is paying Electricity Bill also. That the said electricity bill is filed herewith for kind perusal of this Hon'ble court.
4. It is further submitted that on 20-3-2023 the petitioner's husband died. Thereafter the petitioner is become the owner of the subject house plot and she is in peaceful possession and enjoyment of the same. That the petitioner is not having any house except the subject house plot. Now the petitioner has started the house construction by demolishing the old house. That the death certificate is filed herewith for kind perusal of this hon'ble court.

5. It is submitted that on 30-01-2025 the officials of the 3rd respondent came to the subject house construction of the petitioner and trying to dispossess the petitioner from her house construction, without issuing any notice that the petitioner requested the 3rd respondent not to dispossess the petitioner from her subject house plot, but in vain the 3rd respondent threatened the petitioner that they will come again within 10 days with support of the police and dispossess the petitioner from her subject house plot.
6. It is submitted that the petitioner's husband purchased the said house plot long back. That the petitioner approached the 3rd respondent authorities and also requested the 8th respondent to protect the petitioner from the illegal activities of the 3rd respondent and requested not to dispossess the petitioner from the subject house site without due process of law but in vain, the 3rd respondent is threatening the petitioner to dispossess her from the subject house plot highhandedly without giving proper opportunity is highly illegal and arbitrary.
7. It is further submitted that the petitioner came to know that the 8th respondent herein has filed W.P No.19255 of 2007 questioning the action of the respondents authorities of their impugned orders dated 12-06-2001 in Rc. No. J3/4369/2001 and Rc. No.E2/45051/2006 dated 20-11-2006 which are the proceedings issued regard to the properties of the 8th respondent comes under the Endowment Act in purview of the respondent authorities to maintain the management of the 8th respondent's properties without made a parties to the petitioner's Society i.e., 5th respondent herein and as well as the petitioner, this Hon'ble Court granted 'Status- Quo' interim Order in the above Writ petition which was still pending by order dated 13-03-2008 and another Writ petition W.P. 17975 of 2016 filed by the some house plots owners with regarding same issue, the Hon' ble court was pleased to pass interim order dated 9-6-2016 that the copy of the said order is filed herewith for kind perusal of this Hon'ble Court

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8. It is respectfully submitted that the petitioner husband has purchased the subject house plot long back and apart from the above, there are more than 200 existing houses around the petitioner's house plot, but the 3rd respondent's authorities are targeted the petitioner's only, the reasons best to them. The petitioner also approached the respondent No.2, 4 to 6 to take necessary steps against the 3rd respondent to stop the illegal action of the 3rd respondent but they were not taken any action against the 3rd respondent, the 3rd respondent may dispossess the petitioner from her house plot in any moment by his men and muzzle power as such the petitioner is constrained to approach this Hon'ble Court for redressal of their grievances and for rendering justice.
9. In the above circumstances, the petitioners have no other alternative remedy except to approach this Hon'ble Court U/Art.226 of the Constitution of India. The petitioners have not filed any Writ or instituted any other legal proceedings in respect of similar relief as prayed for in this Writ Petition.

Therefore, it is prayed that this Hon'ble Court may be pleased to issue an appropriate Writ, Order or Direction, more particularly one in the nature of Writ of Mandamus, to declare the action of the 3rd respondent threatening to dispossess petitioner from the house site Plot Nos.185, for an extent of 242-00 Sq. Yards Situated at S.T Colony, Bavaji Nagar, Sangatigunta Guntur Town & District. A.P, the said action of the respondents herein being assailed as being illegal, arbitrary without jurisdiction apart from being in violation of Principles of Natural Justice violative of Article 14, 21 and 300-A of Constitution of India and consequently direct the 3rd respondent not to dispossess the petitioner from her house Plot and to grant other relief or reliefs as this Hon'ble Court deems fit and proper in the circumstances of the case.

It is further prayed that this Hon'ble Court may be pleased to direct the 3rd respondent not to dispossess the petitioner from the house site Plot Nos.185, for an extent of 242-00 Sq. Yards, Situated at S.T Colony, Bavaji Nagar, Sangatigunta Guntur Town & District. A.P without following

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the due process of Law, pending disposal of the main Writ Petition, and to pass such other order or orders as this Hon'ble Court deems fit and proper in the interest of Justice.

Sworn and signed before me on
this the 2nd Day of February, 2025
at Amaravathi.

Deponent.

VERIFICATION STATEMENT

I, Ambothula Venkata Lakshmi W/o. Late. Malli Nageswara Rao, Aged about 42 years, Occ: Employee, Plot No. 185, S.T Colony, Bavaji Nagar, Sangatigunta, Guntur Town & District is being the /person acquainted with the facts do hereby verify and state that the contents of the above paras of the Affidavit are true and to the best of my knowledge. Hence verified at Amaravathi on this the day of 2nd day of February, 2025

Advocate

Deponent.



01. 24th Dec Date: 24.....12.....2010

or whoever:

AK 384798

E.V. Arundhati, A.L.
L.No: 895, A.L.

ది. 07-06-2002 సం. తేదీన కృష్ణా జిల్లా, విజయవాడ సిటీ, లక్ష్మిపేట కాపురస్తుడు రామ్మొయ్య గారి కుమారుడు రామ్మోగోపాల్ కృష్ణ గారి వలన క్రయం పొంది నా పేరదీక్ష విక్రయ స్వాధీనపు అగ్రిమెంటును వ్రాయించుకొన్న రీత్యా నాకు సంక్రమించిన అన్ని నేను స్వాధీనపర్చుకొన్న నేను మాత్రమే దాన, దమన, వినిమయ, విక్రయాధికార సర్వ సంపూర్ణ హక్కు భుక్తములతో అనుభవించు చున్నటువంటి యీ దిగువ షెడ్యూలు దాఖలాన్ని నా కుటుంబ అవసరముల నిమిత్తం నేను విక్రయింపజూపగా మీరు కావలయునని కోరినందున అందులకు నేను సమ్మతించి బిల్ కాంట్రాక్టు రూ. 1,00,000/-లకు అక్షరాలా ఒక లక్ష రూపాయలకు విక్రయించబడినది.

[Signature]



2-6-2022 ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

శ్రీ నాగేశ్వర రావు/అంబేద్కర్ ప్రాంతం

20AA 206471
L.No: 6155, dt. 02.06.2022

:: 2 ::

క్రయ ప్రతిఫలం యావత్తు రు. 1,00,000/-లు అక్షరాలా ఒక లక్ష రూపాయలు యీ రోజున యీ విక్రయ స్వాధీనపు అగ్రిమెంటు వ్రాత కాలమందు యీ దిగువ సాక్షుల సమక్షములో నగదుగా మీరు నాకు యిచ్చినారు గాన మీ వలన నాకు పూర్తిగా ముట్టినవి. కనుక పెద్ద్యాలు దాఖలాన్ని యందు నాకు గల సమస్త హక్కులను యిందు వెంట వదలుకొని అట్టి సమస్త హక్కులను మీకు నేను కలుగజేసి సదరాస్తిని యీ రోజుననే మీకు నేను స్వాధీనపర్చడమైనది.

యిప్పుటి నుండి పెద్ద్యాలాస్తికి మీరే హక్కుదారులై మునిసిపల్ వారికి చెల్లించవలసిన పన్నులు వగైరాలు మీ పేరటికి మీరే చెల్లించుకొనుచూ మీ యిష్టానుసారము మీ పుత్ర, పౌత్ర, వంశ పౌరం పర్యంతరం, దాన, దమన, వినిమయ, విక్రయాధికారములతో సహా ఆచంద్రార్కస్థాయిగా స్వేచ్ఛగా అనుభవించే యెడల మిమ్ము మీ వారస బాధ్యస్తులను నేను నా వారస బాధ్యస్తులను యెన్నటికీ ఎలాంటి దాఖా, తగాదా, పేచీలు చేయగల వారము కాము.

పెద్ద్యాలు దాఖలాస్తిని నేను యింత వరకు యెవ్వరికి తాకట్టు, దానం, మార్పు, శిక్షణా లేదని మొదలగు ఎలాంటి అన్యాయకాంతములు చేసి యుండలేదనిన్నీ యీ అస్తి నిర్వహదపు నిప్పేచి అట్టి అనిన్నీ మీతో చెప్పి, మిమ్ము నమ్మించి మీ పేరటికి యీ విక్రయ స్వాధీనపు అగ్రిమెంటును వ్రాయించి యివ్వడమైనది.

x H. Krishna Rao

రాగల కాలములో యీ విక్రయాస్తిని గురించి యెవ్వరి వలన ఎలాంటి ఆటంకములు సంభవించే యెడల అవి అన్నియు నా స్వయముగాను, నా స్వంత బాధ్యతాయుత ఖర్చులతో పూర్తిగా పరిష్కరించి యీ విక్రయాస్తిని మీ క్రింద నిరాటంకముగా చెలామణి చేయగల వాడను.

షెడ్యూలు దాఖలానికి సంబంధించి పై తెల్పిన ది.07-06-2002వ తేదీన గల ఒరిజినల్ విక్రయ స్వాధీనపు అగ్రిమెంటును యిందుతో మీకు నేను యివ్వడమైనది.

ఇది నా సమ్మతిన వ్రాయించి యిచ్చిన స్థిరాస్తి పూరిల్లు స్థలమునకు విక్రయ స్వాధీనపు అగ్రిమెంటు.

షెడ్యూలు

గుంటూరు డి. గుంటూరు సబ్.డి. గుంటూరు మున్సిపల్ కార్పొరేషన్ ఏరియాలోని సంగడిగుంట ఏరియా బావాజీమఠం బావతు గుంటూరు గ్రామం తాలూకు డి.నెం.1168, 1179 ర్లు మింజుమలె సభ్యత నెం.301 రు ద్వారా నాకు సంక్రమించి నాకు హక్కు కలిగి యీ రోజున మీకు నేను విక్రయించి స్వాధీనపర్చిన ప్లాటు నెం.185 రు, చ.గ.242 లు స్థలము అందులోని పూరిల్లునకు హద్దులు :-

తూర్పు	:	నెం.187 రు ప్లాటు స్థలం హద్దు
దక్షిణం	:	నెం.186 రు ప్లాటు స్థలం హద్దు
పడమర	:	నెం.183 రు ప్లాటు స్థలం హద్దు
ఉత్తరం	:	అ.30 లు వెడల్పు గల రోడ్డు హద్దు

యీ హద్దుల మధ్య చ.గ.242 లు లేక చ.మీ.202-33 ర్లు గల స్థలమున్నూ, యిందులోని పూరిల్లు వగైరా యావద్విశిష్టములతో సహా యీ రోజున మీకు నేను స్వాధీనపర్చడమైనది.

యిందుకు సాక్షులు:

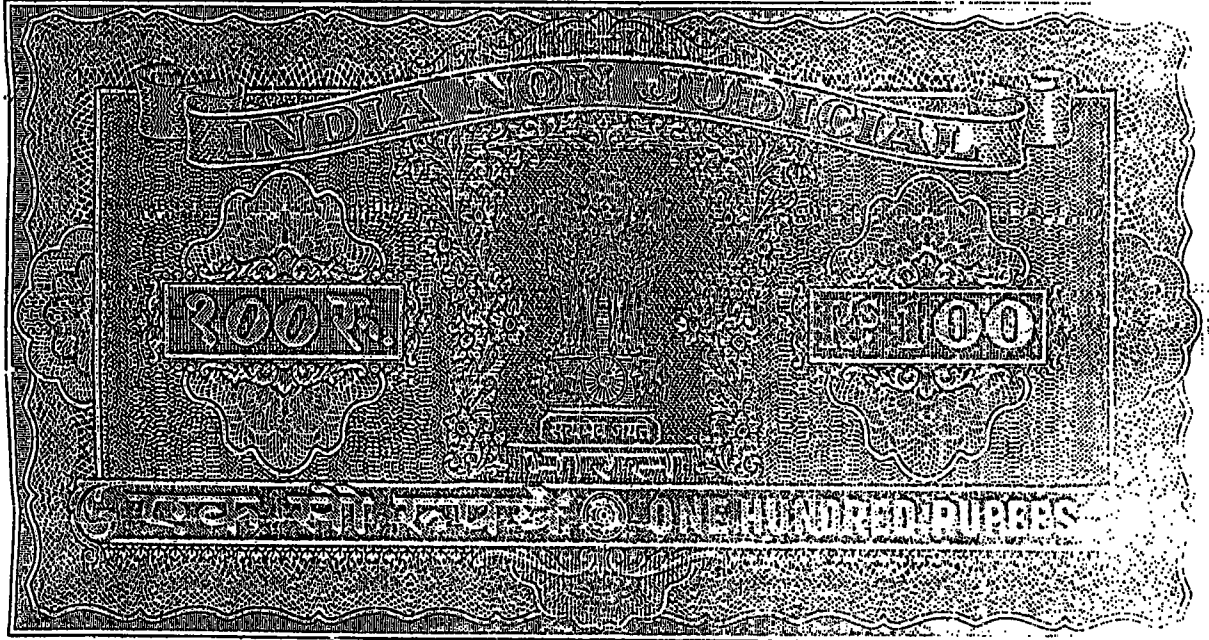
1.

* R. Venkateswara

2. K. Venkateswara

(KATTA, VENKATESWARLU).

3.



7221
7.6.00

AP 6/H/1 04973

S. A. SHAFER
S. A. SHAFER & CO

రు. 28,000/-లకు స్థిరాస్తి పూరియిలునకు విక్రయ స్వాధీనపు ఎగ్జిమెంటు-

ఆన 2002 వ సంవత్సరము, జూన్ నెల 7 వ తేదీన -

వ్రాయించుకున్నవారు:- ప్రకాశం జిల్లా, దేవాల మండలం, దేవాల బోన్, ఈవూరు పాలెం.
సోన్నెట్ బిల్డింగ్ కాపురస్తుడు, మల్ల కొర్రెట్టి రామ్ శ/ం రాములు
గారు-

వ్రాయించియిచ్చినవారు:- కృష్ణా జిల్లా, విజయవాడ సిటీ, లక్ష్మీవేట కాపురస్తుడు, రామ్మోటి గోపాల్.
కిష్క శ/ం మునియ్య గారు వ్రాయించి యిచ్చిన స్థిరాస్తి పూరియిలు,
నకు విక్రయ స్వాధీనపు ఎగ్జిమెంటు -

దీ గుంటూరు జిల్లా వెడూలుబ్లీఫ్ ఎంపాయిన్కో- ఆపరేటివ్ సోన్నెట్ వారిచే వెడూలు
దాఖలా ఆస్తి నాకు ఎలాబీకాబడి ఆ తదాది నేటివరకు నాకు మాత్రమే సర్వ సంపూర్ణ స్వాధీన
హక్కు భుక్తములు కలిగినవీ, ఈ దిగువ వెడూలు దాఖలా ఆస్తిని నాకుటుంబ ఖర్చుల నిమిత్తము
మీకు నేను బిల్ కాంట్రాక్టుగా రు. 28,000/-లకు విక్రయించి సదరు క్రయధనం యావత్తు
రు. 28,000/-లు, ఆకురాలా ఇరువది ఎనిమిది వేలు రూపాయలు మీరు నాకు ఈ ఎగ్జిమెంటు
పూర్తి చేయుకాలమందు మీరు నాకు యిచ్చినారుగాన నాకు పూర్తిగా ముద్దినవి. కనుక వెడూలు
ఆస్తిని ఈరోజుననే మీకు నేను స్వాధీనపరచడమైనది -

యింతటి నుండి వెడూలాస్తిని మీస్వాధీన మందుండుకొని అందుకు చెల్లించవలసిన కార్పొరేషన్
పనులు వగైరాలు నాలో నిమిత్తములేకుండా మీవేరటికి మీరే చెల్లించుకొనుచూ మీరు మీయిష్ట
ప్రకారముగా మీపుత్ర, వౌత్ర, వంశ పారం పరణంతరము దాన, విక్రయార్థికార సమన్త సంపూర్ణ
హక్కులతో అందార్కుస్థాయిగా సుఖాన నేషుగా అనుభవించవలసినది -

x



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చట్ట ప్రకారము ఈ ధాతము చెల్లుదు

S. A. SHAFELI
S. V. GUNTUR.

అలా మీరు సర్వ హక్కులతో అనుభవించుకొనే యెడల మీమ్ముగాని, మీవారస బాధాస్థులనుగాని, నేను గాని, నా వారస బాధాస్థులనుగాని యెనబికి యేషిధమైన దావా, తగాదా వేదలు చేయగలవారము కాము.

వెదూలుదాఖలాన్ని నేను లోగా యెవరికి ఏషిధమైన అనాకారతములు జరిగిందీ యుండ లేదు. యిది ఏలాంటి అన్వేషణమెంబుల సిక్కుడు - యిందును గురించి భవిష్యత్తులో ఎవరి వల్ల ఎక్కి దావా, తగాదా వేదలు వచ్చిననూ అట్టి వాదనన్నీంటిని నానంత ఖర్చులతో పరిష్కరించి ఈ విషయ సాఫల్యము ఎగ్గిమెంటును మీక్కింద నేను నిరాటంకముగా చెలామణి చేయగలను - వెదూలాన్ని మీరు ఉప్పుడు కోరితే ఉప్పుడు మీవేర గాని, మీరు కోరిన వారివేర గాని మీనంత ఖర్చులతో కృతమైన సాఫల్యము, విక్రయ దస్తావేజును వ్రాయించుకొనే యెడల మీరు కోరిన విధముగా నాభాద్యతవ్వే రక్షిషము చేయించి యువగలను.

వె దూ లు

గుంటూరు డి. 11 గుంటూరు సబ్ డి. 11 గుంటూరు కోర్పొరేషన్. ఏరియాలోని సంగడిగుంట ఏరియా బావాజీవరం గుంటూరు గ్రామం అలాకు డి. నెం. 1168, 1179 రు. మించుచులే నెం. 82 రు పాటు చ. గ. 242 లు స్థలమునకు యందులోని పూరియిల్లుకు హక్కులు.

తూర్పు :-

దక్షిణ :-

పడమర :-

ఉత్తరం :-

ఈ హక్కుల వుత్తర చ. గ. 242 లు స్థలము, యందులోని పూరియింటితో సహా - యిది నా నమ్మతి -

యిందుకుసాక్షులు:-

1.

2.

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గ్రాఫీడే:- సి. హెచ్. ఉమామహేశ్వరరావు.

18

Translation from Telugu**AGREEMENT OF SALE WITH POSSESSION**

For the consideration of Rs. 1,00,000/- agreement of sale with possession

On 22nd February, 2010

In favour of

Malli Nageswara Rao, S/o. Late Malli Anjaiah
Aged about 32 years, Eepurupalem, society building
Cherala town and mandal, Prakasam District.

Executed by

Malli Kornelli Ramu, S/o.
Aged about 47 years, Eepurupalem, society building
Cherala town and mandal, Prakasam District

On 07-06-2002 I purchased the below schedule property from one by name Rambhi Gopala Krishna S/o. Rambhi Muniah. I have got right over the schedule property now wanted to sell the same to you for consideration of Rs.1,00,000/- (one lakh rupees only).

I received consideration of Rs.1,00,000/- (one lakh rupees only). I will clear all disputes with you may pay the Government and panchayat cists etc. and enjoy the property to you and your legal heirs. we have handed over the possession same day. so, today onwards you the people entitled to pay the Government taxes etc. to you and your legal heirs all are entitled to have the all rights to sell, to gift the property to anybody in this property, myself and my legal heirs and principals have no rights in the above said property. If any dispute arises from the side of

my legal heirs or principals or any others we will clear all disputes with my own expenses.

The copy of the original sale agreement dated 07-06-2002 is enclosed herewith.

SCHEDULE

All that piece of land Plot No. 185, for an extent of 242. Sq. Yards in D.Sy. No. 1168,1179 situated at Bavaji Mattam, Sangatigunta Guntur Town & District. A.P ,

Boundries of the house.

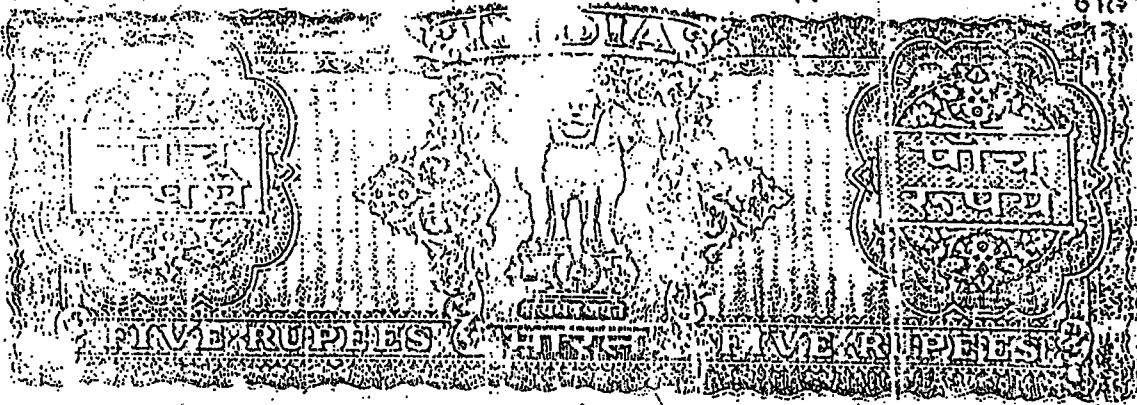
East: Plot No.187

South: Plot No. 186

West: Plot No.183

North: 30' feet road.

In this boundaries of land 242 Sq. yards or 202-33 Sq. Meters with all easement rights;



22-74 Next T. S. and ... N. ...
 8-6-83 T. E. ... H. Bldg. T. S. ... 57

THIS AGREEMENT OF SALE made on this 12th day of June, 1983 between :

✓ Panchayati Akhara Bada Udaan Nirvan, Allahabad represented by :

1. Sri Man Mahant Shankerdasji
2. Sri Man Mahant Kothari Gopaldasji
3. Sri Man Mahant Mukami Shyamdasji, and
4. Sri Man Mahant Mukami Onkaridasji

Vendor, hereinafter called the First Party (which term shall include its successors in interest).

AND

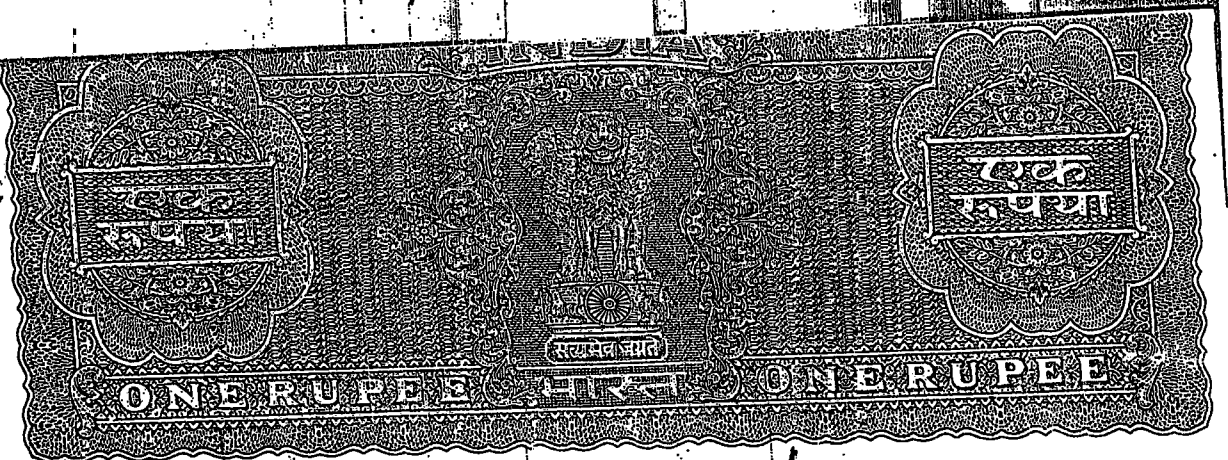
✓ The Scheduled Tribe Employees Cooperative House Building Society Ltd. Guntur represented by its Secretary Sri CHITRONI PRASADARAO, s/o Gangalah, Guntur, hereinafter called the Vendee (which term shall include its successors in interest) of the second party.

WHEREAS the first party is a registered society with its principal office at Allahabad (U.P.) and branches at many places including one at Guntur (A.P.).

WHEREAS the first party ... amongst other properties, the property shown in the Schedule situated at Guntur town (A.P.) and ... said property was acquired by the first party along long ago and it has got absolute rights

next ...

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29.12.99

Sd/- *[Signature]* 26

[Signature]

:: 2 ::

The Vendor hereby guarantees that the land conveyed by this deed is free from all encumbrances and belongs exclusively to the vendor and in cases of any dispute, the vendor settle the same its cost. This property was included in the original sale deed in favour of society deed for Rs. 1,91,430-00 (Rupees one lakh ninety one thousand four hundred thirty only). The total extent of properties 21 acres and 27 cents.

This property has not been included in the assignment Patta land as per the ordinance No. 2 of 1977.

SCHEDULE

PLOT NO. 113:

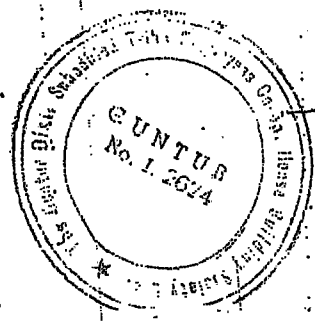
The land 240 Sq. Yards out of 21 acres and 27 cents in D.No. 1168 and 1179 situated in limits of Guntur Municipality. Guntur is the following boundaries.

(E)	East	-	115
(S)	South	-	114
(W)	West	-	Road
(N)	North	-	Road

WITNESSES:

1) *[Signature]*

2)



[Signature]
30/12/99
PRESIDENT.

to transf. the said properties.

WHEREAS the properties owned by the first party at Guntur were not much profitable, not much income fetching as such the general body of the first party resolved under Resolution No. 11, dated 13th March, 1977 to sell away such properties, and in pursuance of the said resolution the first party had already disposed off some of its properties and now in furtherance of the said resolution which is in force, the first party intended to sell the schedule property, and the second party, a registered society which is desirous to purchase the property shown in the schedule for purposes of making the same into plots and construction of houses for the benefit of its members, of scheduled caste employees, expressed its desire to purchase the schedule property from the first party and the first party agreed to sell the same to the second party and both the parties have intermitted this agreement upon the terms and conditions mentioned hereunder :-

1- That the first party agrees to sell and the second party agrees to purchase the property shown in the schedule at the rate of Rs. 9000/- (Rs. nine thousand) per acre amounting to Rs. 91,430-00 (Rs. one lakh, ninety one thousand, four hundred and thirty only) for the area 21.20 acres of the schedule land.

2- That the first party agrees to apply and the second party agrees to cooperate and pursue in obtaining permission from the Competent Urban Colling. authority and other necessary permission for the sale of the property. The second party will bear the expenses incurred in obtaining the permission.

3- That the second party has paid on this day a sum of Rs. 42,540-00 (Rupees Forty two thousand, five hundred and forty only) to the First party by way of advance sale price and the First party has received the same.

4- That the second party agrees to pay the balance sale price within 90 days of the grant of permission by the Urban Land Ceiling Authority, and to obtain execution and registration of the sale deed by the First party at the expense of the 2nd party.

5- That the First party assures that the property is unencumbered, that the First party owns and possesses the property with absolute rights, that is, has power to sell and the four persons or any two persons of them have got power on behalf of the first party to effect the sale, to execute and register the sale deed and to receive the sale price.

6- All the lands mentioned in the Schedule are under the occupation of the tenant. It shall be the duty of the second party to take possession from the tenants and deal with the occupying tenants. The first party hereby authorises the second party to obtain possession from the tenants directly. All the acts initiated by the second party in dealing with the tenants shall be deemed to be ratified and acquiesced by the 1st party.

7- That the First party further agrees that the grant of permission of Urban Land Ceiling Authority and upon the second party paying balance sale price before register, the regular sale deed shall be executed and registered at the request and expense of the second party and expeditiously.

8- Before completion of the transfer, and registration of the Schedule property in favour of the second party if either the whole or a portion thereof found effected by any Govt. scheme, notices, or by any statutory body, by any Court proceedings and and appropriate authority, it shall be at the option of the second party to rescind the agreement, and in that case the Vendor shall refund the earnest money to the vendee.

9- That in case the Second party makes default does not get the sale deed executed within 60 days from the date of permission of the Urban Land Ceiling Authority, the earnest money paid by the Second party shall be forfeited.

Both parties have agreed for the above said terms and they have signed hereunder in token of their consent in the presence of the witnesses shown below.

SCHEDULE.

Property situate in Guntur Division, Guntur Sub-Division, Guntur Sangadigunta in D.No. 1166 and 1179 the total extent of land is Ac. 10.57 cents and 10.70 cents respectively and is bounded by -

East - Same extent of lands situate in D.No. 1193, 1191.

South - Lands situate in D.No. 1190, 1180, 1167 belongs to the first party.

West - Sarker Ponka in D.No. 1158.

North - Same extent of lands situate in D.No. 1165, 1178.

Within these boundaries totally an extent of about

Ac. 21.27 cents of Agricultural lands.

Witnesses :-

1-

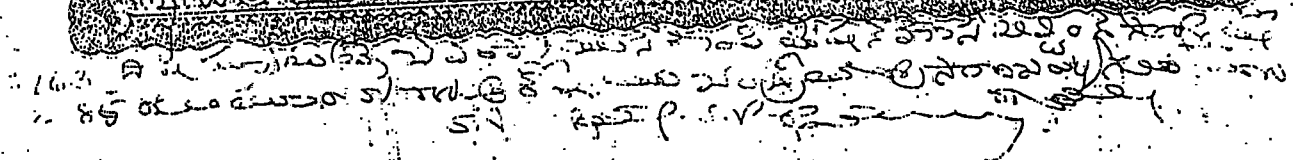
First Party. *[Signature]* 21.4.74

Second party.

2- *[Signature]* 21.4.74

[Signature] 21.4.74

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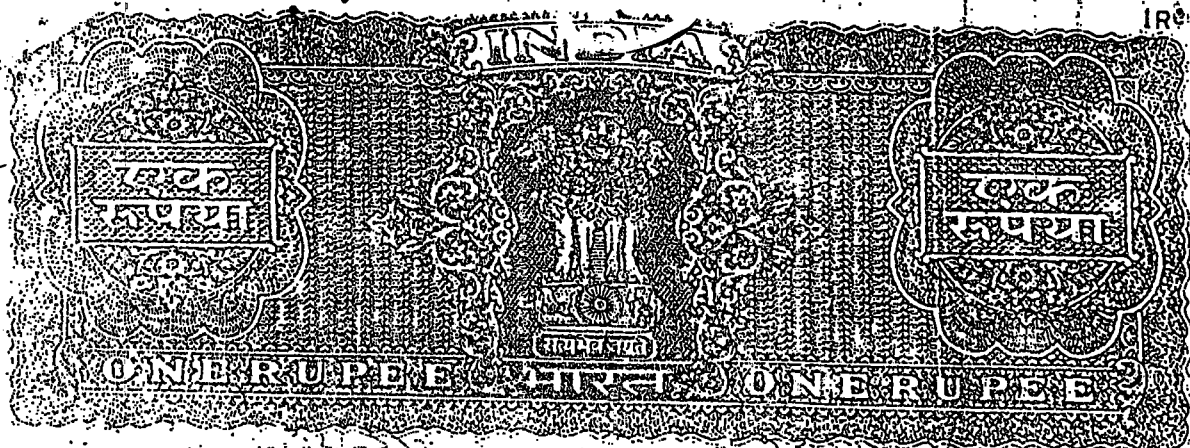


Both the parties have further agreed that the First Party shall deliver such possession of the total land to Second Party as is feasible under the circumstances. However, it is made clear that the First Party, has agreed to sell the total land @ Rs. 9000/- per acre to Second Party in the present position and in case the tenants succeed in the litigation or otherwise, the First Party shall not refund any part of the said sale price and the agreement is at the risk of the Second Party.

Contd...3

Contd 1.3

21. वि. वि.



Handwritten signature and text at the bottom of the page, including a date stamp: 2000/01/01.

Accordingly the First Party has received the sum of Rs. 1,38,255/- mentioned above and has delivered such possession to Second Party as is feasible to give.

First Party

1. Sringer Mahant Shanker Das ji

2.

2. Sriman Mahant. Kothari Gopal Das ji

3. Sriman Mahant Mokami Shyam Das ji.

4. S-iman Mahant Mokamj Onkar Das &c

1. Sri. C.H. Prasad Rao
Secretary
The Scheduled Tribes
Employees' Cooperative
House Building Society (Regd.),
Guntur.

28

✓ Neat copy 11

This Agreement of Sale made on this 12th day of June, 1983
between:

Panchayati Akhara Bara Udasin Nirva, Allahabad Represented by:

1. Sriman Mahant Shankardas Ji
2. Sriman Mahant Kothari Gopaldas Ji.
3. Sriman Mahjant Mukami Shyadas Ji
4. Sriman Mahant Mukami Omkar Das ji

Vendor, herein after called the First Party (Which term shall include its successors in interest)

AND

The Scheduled Tribe Employees Cooperative House Building Society Ltd. Guntur represented by its Secretary Sri CHITTORI PRASADARAO, s/O. Gangaiah, Guntur,

herein after called the vendee (Which term shall include its successors in interest) of the second party.

Where as the first party is a registered society with its principal office at Allahabad (UP) and branches at many places including one at Guntur (A.P).

Where as the first party have amongst other properties the property shown in the schedule situated at Guntur Town (A.P) and said property was acquired by the first party long long ago and it has got absolute rights transfer the said properties.

Whereas the properties owned by the First party at Guntur were not much profitable, not much income fetching as such the general body of the First party resolved under resolution dated 11, dated 13th march, 1977 to sell away such properties, and in pursuance of the said resolution the First party had already disposed off some of its properties and now in furtherance of the said resolution which is in force, the First party intended to sell the schedule property, and the second party, a registered society which is desirous to purchase the property shown in the Schedule for purposes of making the same into plots and construction of houses for the benefits of its members, of Schedule Tribe Employees, considered its members of Schedule Tribe Employees, considered it desire to purchase the schedule property from the First party and First party accepted the proposal of the second party and both parties entered into this agreement of sale the following terms and conditions herein under;-

1. That the second party should be paid Rs.9,000/- (nine thousand rupees only) per acre to the first party, total amount Rs. 1,91,430-00 (one lakh ninety one thousand, four hundred and thirty rupees only) for the Acres 21.27 cents of the schedule land.
2. That the First party agreed to apply and the second party to cooperate and pursue in obtaining permission from the Competent Urban Ceiling Authority and other necessary permission for the sale of the property.; the second party will bear the expenses incurred in obtained the permission.
3. That the second party has paid on this day a sum of Rs. 42,540-00 (Forty, two thousand, five hundred and forty rupees only to the first party by way of advanced sale price and the first party has received the same.
4. That the second party agreed to pay the balance sale price within 60 days of the grant of permission by the Urban Land Ceiling Authority and to obtained execution and registration of the sale deed by the First party at the expense of the 2nd party.
5. That the First party assure that the property is unencumbered, that the first p arty owns and possess the property with absolute rights, that it has power to sell and the four persons or any two persons of them have got power on behalf of the first party to effect the sale, to execute and register the sale deed and to receive the sale price.
6. All the lands mentioned in the schedule are under the occupation of the tenant. It shall be the duty of the second party to take possession from the tenants and deal with the occupying tenants. The first party hereby authorizes the second party to obtain possession from the tenants directly. All the acts initiated by the second party in dealing with the tenants shall be deemed to be ratified and acquiesced by the by the first the first party.
7. That the first party further agrees that the grant of permission of Urban Land Ceiling Authority and upon the second party paying balance sale price before register, the regular sale deed shall be executed and registered at the request and expenses of the second party expeditiously.
8. Before completion of the transfer and registration of the schedule property in favour of the second party if either the whole or a portion thereof found effected by any Govt. scheme, notices, or by any statutory body by the court proceedings and appropriate authority, it shall be at the option of the second party to rescind the agreement, and in that case the Vendor shall refund the advance money to the Vendee.
9. That in case of second party makes default does not get the sale deed executed within 60 days from the date of permission of the Urban Land

This Supplemental Agreement of Sale is made on this 25th day of February, 1985 between: Panchayati Akhara Bara Udasin Registered society through 1. Sri Sriman Mahant Shankardas Ji 2. Sriman Mahant Kothari Gopaldas Ji. 3. Sriman Mahant Mukami Shyadas Ji 4. Sriman Mahant Mukami Omkar Das ji, herein after called as First Party and The Scheduled Tribe Employees Cooperative House Building Society Ltd. Guntur represented by its Secretary Sri Chittori Prasad Rao, s/O. Gangaiah, Guntur, (herein after called as second party.)

Where as the first party is agreed with the second party to sell it land Ac. 21.27 cents @ Rs. 9000/- per acre vide agreement dated 12th June 1983 and has received Rs. 42 540/- on account of earnest money from the second party and some litigation is pending regarding Ac. 5.15 cents of the said land in Courts at Guntur.

Both parties have now mutually agreed that the second party shall pay to the first party further amount @ of Rs. 6500/- per acre for the total extent of land i.e., Ac. 21.27 cents and the second party has in this connection given to First party a sum of Rs. 1,38,255.00/- (one lakh, thirty eight thousand, two hundred and fifty five rupees only) through demand draft No. AD 486652/197 dated 7th February 1985 drawn on the Allahabad Bank. The balance of the amount will be paid at the time of registration of Regular Sale Deed after obtaining necessary permission from the Urban Ceiling Authority.

Both the parties have further agreed that the First party shall deliver such possession of the total land to Second party as is feasible under the circumstances, However, it is made clear that the First Party has agreed to sell the total land @9000/- per acre to second party in the present position and incase the tenants succeed in the litigation or otherwise, the first party shall not refund any part of the said sale price and the agreement is at the risk of the second party.

Accordingly the First party has received the sum of Rs. 1,38,255/- mentioned above and has delivered such possession to Second party as is feasible to give.

Witnesses

1.

First Party

1.

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Ceiling Authority, the earnest money paid by the second party shall be forfeited.

Both parties have agreed for the above said terms and they have signed hereunder in token of their consent in the presence of the witnesses shown below,

SCHEDULE

Property situated in Guntur Division, Guntur Sub- Division, Guntur Sangadigunta in D.No. 1168 and 1179 the total extent of land is Ac. 13-57 cents and 10-70 cents respectively and is bounded by,-

East : some extent of lands situate in D.No.1193, 1191.
South : Lands situated in D.No.1190,1180,1167 belongs to the first party.
West : Sarkar Donka in D.No. 1158,
North : some extent of lands situate in D.No.1169,1178

Within this boundaries totally an extent of about Ac. 21.27 cents of Agricultural lands.

Bel

Exp-3

SHRI SHRI CHANDRAAYA NAMAH

Amended Memorandum: Rules and Regulations of

Sri 108 Pujyapad Advait Panch Parmeshwar Panchaiti Akhara Bara Udasin
Nirwan generally known as Panchaiti Akhara Bara Udasin.

MEMORANDUM

Name of the society :-

The name of the society shall be Sri 108 Pujya Pad Advait Panch Parmeshwar Panchaiti Akhara Bara Udasin Nirwan but it shall also be known as Panchaiti Akhara Bara Udasin.

AIMS AND OBJECTS

The aims and objects of the above named society are as follows:-

1. To promulgate and propagate the religious, ritual, philosophical and spiritual tenets of Udasism and Udasist sect by all legitimate means and ways including touring and preaching which a section of the society does.
2. To provide and arrange for food and residence of all Udasin Sants and Mahasis who visit Prayag (Allahabad), Haridwar, Ujjain, and Trimbuk.

[Signature]
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[Signature]
Cent

hereafter shall mean and include all persons who have been fully initiated in the Udasin celebrate cult in accordance with the tenants and rituals founded by Acharya Sri Chandra Dev. He shall be a celebrate and a Jatajul Dhari. Only such Udasin Sadhu shall be entitled to be enrolled as a member of the Akhara.

2. **Jhara Akhara**:- Means a ceremony in which any new entrant, after handing over every belonging moveable and immoveable owned by him to the akhara, swears by placing his hand on Gola Sahab that he shall follow all rule and regulations of the Akhara during the period of his membership and he will be maintained by the Akhara.

3. **Shri Mahant**:- Means the senior most Mahant among the mukhia Mahants who are elected in accordance with rules mentioned hereafter.

4. **Mukhia Mahant**:- Means four Mahants who are elected as such in accordance with the rules of the akhara.

5. **Mukami (Adhina Mahant/s) Local Mahants**:- Means those persons who are appointed in accordance with the rules of the akhara and are entrusted with the management of the Head office and the Branches of the Akhara.

6. **Nirwan**:- Means and includes all those Udasin sadhus who have joined the akhara after performing jhara akhara.

7. **Vastra Dhari**:- Means a minor Udasin Sadhu whose age is below 18 years, but who been initiated as an Udasin and admitted in the Akhara.

9. **Padhat**:- Means four padhat namely
 (1) Uttar (North) (2) Dakshin (South)
 (3) Purab (East) (4) Pachchir (West)

10. **Tangtara**:- This title is given to any Vastradhari on Kumbh and Ardh Kumbh occasions when he attains majority.

11. **Padhati**:- Padhati means the branches of the Udasin sampraday

on occasions of Kumbh and Ardh Kumbh where, the Akhara hosts its Flag (Dhwaja Saheb) and establishes its camp.

3. To provide and arrange for food and residence for those sants and Mahants of the Udasin sect who visit the Head Office and the Branches of the Akhara as pilgrims.
4. To act as supervising and guiding authority in matters of installations, appointment and expulsions of Mahants of various Dras, Maths, Sangats, asthans, temple and akharas having sampradiak relation with the Udasin Sampradav and belonging to or under the sants and Mahants of the Udasin sect having separate management than that of the akhara. To take legal and other necessary steps to prevent interference in the management, appointment, installation and expulsion of sants and Mahants of the aforesaid places by false claimants and unauthorized persons; and further to take possession of all or any of the places abovenamed in case there is left no proper or fit person to act as Mahant, and to incur all necessary expenses to carry out of the above objects.
5. To establish pathshalas for imparting spiritual and religious education and for teaching Sanskrit.
6. To invest the money of the Akhara for its sole benefit and to spend all income derived from such source towards the aims and objects of the akhara. This business may also be carried on by all or any of the Mahants of the Akhara at the Head Office and Branches.
7. To distribute food to poor irrespective of creed and caste and to give help to other charitable and educational institution as the governing body may decide.
8. To invest the akhara money in all lawful business, as the governing body may decide from time to time.

RULES AND REGULATIONS

Definitions:-

1. Udasin Sadhu:- The term Udasin Sadhu wherever it is mentioned

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- ## Property and Funds

1. Zamindari, 2. Rent from houses and shops, 3. Sale of Bagh Bahar, 4. Interest from money invested or given in loan, 5. Offerings, 6. Sale of grains and timber forest, 7. Any other lawful business or trade.

Money lending business of the akhara shall be carried on at the

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head office and at various branches through asthania Mahants (Mokamis) and all income derived from this source and other source shall form part of the entire income of the akhara received from all sources, and shall be spent on the objects as defined in the Memorandum.

Vesting of Property

All the property moveable and immovable that exists now and may here after be acquired shall remain vested in the governing body of the akhara for the time being whose members shall be termed as Trustees, but such vesting shall not create any personal right or title either in the governing body or its members. The real ownership vests permanently in the aforesaid society itself.

Managements

- a) **Punch Parmeshwar**:- This is a touring section of the akhara which is on a constant move and tours all over India. Under an old establishment convention and custom, the touring is and shall always be done on foot. It is accompanied by elephants, Camels and horses. During such tours the body preaches the religious tenants of the sect, and also visits the Head office and the Branches. The **gaur** (Khatav) is carried on an elephant. It has and shall have the following personnel, the number may vary according to the exigencies of time, but the number of the Mukhia Mahants shall ever remain four.

1. Four Mukhia Mahants including one Shri Mahant.
2. The maximum number of Nivans shall not exceed 70 and so the number of Vastri Dharis shall also not exceed 24. The following will be the functionaries who will be selected by the Mukhia Mahants and the Shri Mahant whose number including the office of Kotwal and Kotwal shall be 98: 1. Pujari one, 2. Kothari one, 3. Khatari two, 4. Bhandari one, 5. Kotwal one, 6. Patel four. These will be under the direct subordination of the Mukhia Mahant and Shri mahant who shall be authorized to appoint and dismiss them.

- (1) The entire management of the Head office and the branches shall

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be carried on by the Asthania Mahants (Mokamis) in the manner herein prescribed, and they will be elected in the manner given below. The number of Asthania Mahants (Mokamis) for the head office and for any branch shall depend on the amount and nature of the work there and its importance, and this number shall be fixed by the Mukhia Mahants and the Shri Mahant, and may vary according to the needs of the times.

- (2) The Asthania Mahants (Mokamis) shall be elected from amongst the nirvans, and shall primarily be taken from the Pudhils of Almas Sahab, Balu, Hasna Sahab, Bhagar Bhagwan Sahab and Mehan Sahab. The authority of such selection is entrusted to the Mukhia Mahants and the Shrimahant who are further empowered and authorized to select if they so choose and nirvan or pudhil phoo Shah Sahab, Pudhil Diwana Sahab, and Pudhil Ajit Mal Sahab and Bakhat Mal Sahab as Asthania Mahants (Mokamis). The authority of dismissal and transfer of asthania Mahants (Mokamis) is also vested in the Mukhia Mahants and the Shri Mahant.

3. The entire management of all the affairs and the properties both moveable, immoveable and cash at the head office and at the Branches shall remain in the sole charge of the Asthania Mahants (Mokamis) of such places collectively and individually. The management subject to local circumstances and conditions if any shall be carried on in the following manner:-

- a) There shall be one Kothari and a Karbari selected by the Asthania Mahants (Mokamis) from amongst them by a majority of votes. The Kothari so appointed shall be responsible for all cash and moveables entrusted to him. He shall also keep regular accounts of all receipt and expenditure.

The Asthania Mahants (Mokamis) may also appoint or employ any paid accountant for writing the account book or for any other such purpose.

- b) The Asthania Mahants (Mokamis) of the Head Office and the

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branches may appoint one or more ashtania Mahant (Mokami) from amongst them to remain in charge of villages, more respectively for the purpose of collecting and issuing receipts and issuing receipts on behalf of the Akhara. The Ashtania Mahants (Mokamid) shall also be empowered to appoint a shikharin for this purpose, if they so desire. All realizations shall be deposited with the Kothari of the head office or the branches, as may be.

- c) All suits arising out of moveable and immovable properties belonging to the Akhara shall be filed by the Ashtania Mahant (Mokami) of the head office or of any of the branches as the case may be for and on behalf of the Akhara. The powers as are provided under section 5 of Act XXI of 1860 (Sole Sales Registration Act) are entrusted to the ashtania Mahants (Mokamis) of the head office or the branches where the disputed property is situated or the money transaction has occurred. In all judicial and non-judicial proceedings concerning the head office or any of the branches the Akhara shall be represented by all or any of the ashtania Mahants (Mokamis) of the place concerned.
- d) Documents of all descriptions including promissory notes, mortgages, hundis and other such deeds relating to money lending shall be executed in favour of Panchait Akhara Bara Udasin; but it is permissible that the name of any Mukami (Ashtania Mahant) Mukhia Mahant and Shri Mahant may be entered in such documents. It is specially provided that the entry of such name or names does and shall not confer or create any right or title in favour of the (Mukami) Ashtania Mahant, Mukhia Mahant and Shri Mahant whose name is so entered. Any document in favour of the Akhara may be described in any language or terms and the entry of any (Mokami) Ashtania Mahants, Mukhia Mahants and Shri Mahants name in it does not and shall not in any way effect the rights of the Akhara. It is further provided that any Mukami (Ashtania Mahant) empowered by the unanimous or majority vote of the Ashtania Samiti may present any document for registration before a sub Registrar or any other officer who is empowered to register documents on behalf of the Akhara and such presentation shall be

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deemed a presentation by or on behalf of the Akhara.

- e) The Asthania Mahants (Mokamis) are authorized to receive, realize and collect all monies and sums payable and due to the Akhara from all Government Departments, local bodies, banks, courts civil and revenue, registered and unregistered companies, and issue, discharge or give receipts under their own signatures for and on behalf of the akhara. They are further authorized to hold, to receive and endorse Government bonds, Government promissory Notes, securities and Shares and debentures of public and private bodies. These rights may be exercised by any of the Asthania Mahants (Mokamis).

COMMITTEES

There shall be 2 committees namely:-

1. Governing Body
2. Asthania Committee (Local Committee).

1. Governing Body:- It shall be composed of the four Mukhia Mahants including the Shri mahant and all the Asthania Mahants (Mokamis) posted at the head office and the branches, and they shall be deemed as members of the governing body.

Powers:-

1. The Governing Body is empowered to make Bye-laws from time to time whenever such necessity arises for the better management of the akhara and for the general guidance of the Asthania Mahants (Mokamis). The governing body shall also be deemed as the general committee of the Akhara.
2. The governing body shall meet atleast once in a year. The place and time of such meeting shall be fixed by the secretary who shall be sent to all members.
3. The governing body shall appoint one of its own members in the annual meeting as an auditor who shall audit the accounts of the

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head office and the branches and who shall submit his report, and the governing body may take any action which it may deem necessary.

4. The governing body shall also be empowered to amend, alter or cancel or add any rule or regulation of the akhara not inconsistent with the aims and objects and may also in like manner add, amend and alter the memorandum.
5. The quorum of the meeting shall be 25. Such meeting shall be presided by Shrimahant if he is present otherwise by any senior Mukhia Mahant.

ASTHANIA COMMITTEE

The head office and every branch of the akhara shall have its own asthania committee which shall be composed of all the Mukamis (Asthania Mahants) of that place. Each Asthania committee shall be responsible for the management of the head office and the branches separately under its separate charge. It shall hold its meetings as many times as it is necessary. The quorum of such meetings shall be five, but if in any branch the number of mukamis (Asthania Mahant) is less than 5 in that case all the Mukamis (Asthania Mahants) must be present in all meetings. A register containing all the proceedings of the meetings of the asthania committee shall be maintained at every place and a copy of all the proceedings shall be sent to the secretary within a fortnight of such meeting.

It shall be the duty of the Kothari to call a meeting of the Asthania Samiti by issuing a notice along with agenda atleast a week before.

MUKHIA MAHANTS, ELECTION AND POWERS

Election :-

All the members of the governing body, the nirvans and Punch Parmeshwar and other Mahants of the Udasin sect who may be present at the time of election, shall elect Mukhi Mahant from amongst the members of the Governing Body and the Nirvans by majority of votes. The aforesaid Mukhia

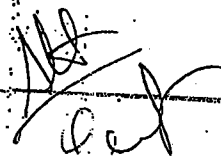
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Mahanths shall be elected one from each of the four Puthis namely, Almas, Sahab, Bhagat Bhagwan, Mehan Sahab and Balu Hasna Sahab. Their dismissal shall also be affected in the manner described above.

Powers:-

In addition to the powers already mentioned herein before under different rules of the akhara, Mukhia Mahants shall also exercise the following powers as well.

1. The Mukhia Mahants including the Shrimahants are the chief functionaries of the Akhara and they will exercise the powers of general supervision over the head office and all the branches of the Akhara.
2. The final sanction for admission of any Nirvan in the Akhara shall be given by the Mukhia Mahants including the Shri Mahant.
3. They shall be in full charge and control of the entire Touring section of the Akhara.
4. The key of the Kothar of the touring section of Akhara shall remain with the Shri Mahant.
5. The Mukhia Mahants including the Shri Mahant are empowered to expel the Nirvan who in their opinion is undesirable or quarrels with another Nirvans from the Ramal.
6. A seal of the Akhara shall be kept in the Kothar of Punch Parmeshwar and shall be affixed on orders of appointment, transfer and dismissal of Mukamis (Asthania Mahants) and shall also be affixed on all correspondence addressed by Punch Parmeshwar to the Head Office and the branches. The affixing of the seal does not dispense with the signatures of the present Mahant.
7. The Managing committee shall be empowered to appoint one Secretary and one assistant secretary from amongst the Mukamis (Asthania Mahants). The dismissal of such office bearers shall also rest with them. The two secretaries shall be posted at the Head Office.



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8. In the absence of Shri Mahant, his powers shall be exercised by Mukhia Mahant.

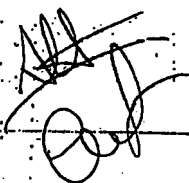
POWERS OF SECRETARY AND ASSISTANT SECRETARY

1. To convene annual general meeting of the Governing body.
2. To keep two registers of all proceedings of the Mahant and the managing committee meeting and maintain the same in the members of the managing committee.
3. To exercise powers as secretaries in all suits, civil, revenue and criminal for or on behalf of the Akhara, but this does not override the powers entrusted to the Asthanja Mahants (Mokamis).
4. To appoint Mukhtar-ams whenever such appointment is deemed necessary by the secretaries jointly and separately for the Head Office and the Branches for all or any of the purpose of Management.
5. To receive and realize all monies payable to Akhara from all Government Departments, local bodies, banks, courts, Civil and Revenue, registered and unregistered bodies and companies, including money due in respect of Government Bonds, Government Promissory Notes securities and shares and debentures, of public and private bodies due to the Akhara, and issue receipts under their own signatures for and on behalf of Akhara.
6. To exercise any other power that may be given them either by the Mukhia Mahants including the Shri Mahant or by the Governing Body.
7. In connection with the pauri and conduct of any case if it is found that the work is suffering on account of the negligence of any Mukami (Asthanja Mahant) the secretary shall be the consent of the majority of the Asthanja Mahants by fully empowered by intervene and at all times take proper steps with a view to safeguard the interests of the Akhara.

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GENERAL

1. The Panchaiti Akhara Bara Udasin is established from time immemorial, and all its office bearers, members, Nirvans and Vastra Dharis are honorary and devote their lives in the service of the Udasin Akhara, it is provided that under no circumstances and by no reason, the Governing Body, its members, or any other body that may be appointed at any other time shall have power to dissolve this society registered as the Panchaiti akhara Bara Udasin. It shall be the sacred, moral and legal duty of all the members of the Akhara to perform their duties faithfully and honestly and every endeavor to maintain the present status of the Panchaiti Akhara intact.
 2. Any Ashtania Mahant (Mokami) who shall steal or embezzle any money or other property or wilfully and maliciously destroy or injure any property of the akhara shall forge any deed, bond, security for money, receipt or other instrument whereby the funds of the akhara may be exposed to loss, shall be subjected to the usual legal proceedings for his bad conduct.
 3. The entry in all revenue papers regarding the landed and house property of the Akhara shall be made in the name of the Panchaiti Akhara Bara Udasin.
 4. That a register will be kept at the Head Office which shall contain the names and full addresses of all Mukhia Mahant including the Shri Mahant, and Ashtania Mahants (Mokamis). It shall also contain an entry showing against each name, the time of appointment, transfer, dismissal, resignation and death of the aforesaid persons.
 5. If the ashtania committee in its meeting decides by a majority of votes that any immovable property of the Akhara is yielding no profits or sale to the Akhara then on obtaining the written permission of the present Mahants of Panch Parmeshwar and their secretaries then it may by its resolution authorize any Mukami (Ashtania Mahant) or secretary to sell it and execute a transfer deed on behalf of the Akhara.
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6. The burden of maintenance of all the members of Akhara is and shall be on the Akhara.
7. Every Asthania Committee shall send a copy of the accounts maintained at the branches to the General Secretary of the head office every year by Baisakh Badi 15.

Admission

All Udasin Sadhus are entitled to be admitted in the Akhara provided he has performed his Jhara Akhara before any Mukhia Mahant or Shrimahant and has taken the following oath by placing his hand on Gola Sahib in his hand and after handing over every belonging of his, moveable, immoveable and cash to the Akhara.

"That so long as he remains in the Akhara in any capacity he shall perform his duties entrusted to him faithfully and honestly, and that whatever monies, properties moveable or immoveable he gains or acquires by his own exertion independent of the Akhara during the period of his membership shall be the property of the akhara and that he shall not claim any right or title over such property nor any of his heirs or chelas shall claim any such right."

PROHIBITION

1. All Mukhia Mahants, Shrimahant and Mukamis (Asthania Mahants) are strictly forbidden during their period of membership either to start or be a party to any litigation or legal proceedings in connection with or arising out of any dispute about the property of the Asthan of their original Guru and Gaddi as a plaintiff or as a defendant but if he does so the Akhara shall not in any way be responsible for any loss or costs arising or resulting therefrom nor such proceedings be deemed to be proceedings on behalf of the Akhara.

2. No Mukhia Mahant, Shrimahant and (Mukamis) Asthania Mahant shall be competent to transfer in any way be gift sale or otherwise except by way of these any immoveable property belonging to the Akhara. A transfer can only be effected in the manner prescribed here in before.

3. No Mukhia Mahant, Shrimahant and Asthania Mahant (Mukami)

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shall waste or deal with the Akhara property cash, goods and articles in any unauthorized way or apply the same for any objects other than those mentioned in the memorandum.

4. The expenses of the head office and the branches shall not exceed their respective incomes.

5. All Mukhia Mahant, Shrimahant and (Mukamis) Asthania Mahant and Nirvans and Vastra Dharis shall remain celibate.

6. No Mukhia Mahant, Shrimahant and Asthania Mahant (Mokami) shall be competent to start or be a party to any private business or trade of his own during the period of his membership.

7. No Mukhia Mahant, Shrimahant and Asthania Mahant (Mokami) shall be competent to initiate any chela so long as they are in the Akhara.

Exception - A Mahant of Ram Dhuni Sahab in Nepal may initiate a Chela.

8. No Mukhia Mahant, Shrimahant, Mokami (Asthania) secretary or member of the Akhara can or shall be himself alone have any right or authority to settle by way of lease or otherwise any land with any body on behalf of the Akhara except by a resolution passed by the majority of the Mahants or Mukamis of that place in a meeting held for that purpose after due notice to all the persons concerned of the place.

9. All Mukhia Mahant, Shrimahant and Asthania Mahant (Mokami) shall follow and strictly observe all the tenets and rituals of the Udasi sect and none of them shall change his religion or sect.

10. No Mukhia Mahant Shri Mahant and Asthania Mahant (Mokami) shall be competent for reasons mentioned herein before to abolish the head office or any branch of the Akhara.

11. No Mukhia Mahant, Shrimahant and Asthania Mahant (Mokami) shall be competent to get his name entered in any Akhara property as owner.

Attest
Date

12. No Mukhia Mahant, Shrimanant and Asthania Mahant (Mokami) shall be competent to take any loan or incur any liability for or on behalf of the Akhara.

- Sd/- Dharam Das, Secretary Allahabad.
- Sd/- Krishna Gopal Asthania (Local) Mahant, Allahabad.
- Sd/- Bishashwar Dass, Asthania (Local) Mahant, Allahabad.
- Sd/- Hari Dass, Asthania Mahant, (Kothari) Allahabad.
- Sd/- Mohan Dass, Asthania (Local) Mahant, Allahabad.
- Sd/- Mukhia Mahant Hans Dass, Allahabad.
- Sd/- Sant Saran Asthania Mahant, Allahabad.

Dated: 02.07.47

Sd/- Illegible.
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Sd/- Illegible.

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ORIGINAL SPDCL
RECEIVED

27/10/2015 09:29

P/R No.: GUNTURTOWN

TSL No.: D10-GUNTUR

DT: GUNTUR D10

ERO: 1111503177486

SECTION: 177486 MI 1

DISTRIBUTION: 177486-25-1500

USC NO: 1111503177486 A R

SCNO:	G	CAT	0.00
MONS:			75.00
NAME:			0.00
ARREARS			0.00
PRESENT BILL			0.00
A.C.D.			0.00
R.C FEE			75.00
OTHERS			
Rs. Seven Five			
TOTAL AMOUNT:			
REMARKS:			
AUTHORISED SIGNATURE			

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Office of the Commissioner,
Endowments Department,
A.P. Hyderabad.

Re: No. E2/45051/2006, dt. 20-11-2006

Sub: Endowments Department-E.Os Establishment-appointment
Sri L. Venkata Rao, Manager, Sri Yadavallivari Choultry,
Kothapeta, Guntur as Manager to Sri Udasin Mutt, Old
Guntur, Guntur (Town). Orders issued.

Ref: Sc.No. A2/1401/2006, Dt. 13-10-2006 from the Regional
Joint Commissioner, Endowments Department, Tirupathi.

In the circumstances reported by the Regional Joint
Commissioner, Endowments Department, Tirupathi in the reference
cited and in the interest of public service and better manage-
ment of the institution: Sri L. Venkata Rao Manager, Sri Yada-
vallivari Choultry, Kothapet, Guntur is hereby appointed as
Manager in full additional charge to Sri Bhavaji Mutt (Udasri
Mutt), Old Guntur, Guntur Town.

The Manager appointed is directed to take complete
charge of records, accounts movable and immovable properties
etc. from the Executive Authority of the subject Mutt imme-
diately and report compliance.

The Executive Authority of the subject cannot is
requested to handover complete charge of records Accounts,
movable and immovable properties etc. of the Mutt to the
Manager appointed herein on demand.

The Regional Joint Commissioner, Endowments Depart-
ment, Tirupathi and Deputy Commissioner, Endowments, Guntur are
requested to see that the above orders are implemented imme-
diately and report compliance.

//BY ORDER OF THE COMMISSIONER//

Sd/- Jyothi Kurakula,
Deputy Commissioner (S).

Sd/- Illegible Superintendent.

To.

1. The Manager, Sri Yadavallivari Choultry, Kothapet, Guntur.
 2. The Executive Authority, Sri Udasin Mutt, Old Guntur, Guntur.
 3. Copy to the Regional Joint Commissioner, Endowments,
Tirupathi.
 4. Copy to the Dy. Commissioner, Endowments, Guntur.
 5. Copy to the Asst. Commissioner, Endowments, Guntur.
 6. stock file/Extra.
- W/C
Guntur

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సంఖ్య :
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ఆంధ్ర ప్రదేశ్ ప్రభుత్వం
GOVERNMENT OF ANDHRA PRADESH
ఆరోగ్య, వైద్యం మరియు కుటుంబ సంక్షేమ శాఖ
DEPARTMENT OF HEALTH, MEDICAL AND FAMILY WELFARE

ATMAKUR MUNICIPALITY

ఫార్మ్
FORM-A



మరణ రికార్డు సర్టిఫికేట్
DEATH CERTIFICATE

(ఇది మరణ నమోదు చట్టం 1969, ఆర్. 17 ప్రకారము ప్రారంభమై, ఆంధ్ర ప్రదేశ్ మరియు మరణ నమోదు నిబంధనలు 1969, ఆర్. 13 కింద జారీ చేయబడినది)

ISSUED UNDER SECTION 12(1) OF THE REGISTRATION OF BIRTHS & DEATHS ACT, 1969 AND RULE 8(1) OF THE ANDHRA PRADESH REGISTRATION OF BIRTHS & DEATHS RULES 1969.

ఈ ప్రతి నమోదానికి మరణ నమోదు చట్టం, 1969 మరియు ఆంధ్ర ప్రదేశ్ మరణ నమోదు నిబంధనలు, 1969, ఆర్. 13 కింద జారీ చేయబడినది. ఇది ధృవీకరిస్తుంది. (ఇది ప్రభుత్వ నమోదు కార్యాలయం / కార్యాలయం).
THIS IS TO CERTIFY THAT THE FOLLOWING INFORMATION HAS BEEN TAKEN FROM THE ORIGINAL RECORD OF DEATH WHICH IS THE REGISTER FOR ATMAKUR MUNICIPALITY OF TANSIL BLOCK ATMAKUR OF DISTRICT SRI POTTI SRINAKULU NELLORE OF STATE/UNION TERRITORY ANDHRA PRADESH, INDIA.

మరణించిన వ్యక్తి పేరు / NAME OF DECEASED : MALLU NAGESWARA RAO

లింగము / SEX : MALE

ఆధార్ సంఖ్య / AADHAAR NO. : XXXXXXXX1752

మరణించిన తేదీ / DATE OF DEATH : 20-03-2023
TWENTIETH-MARCH-TWO THOUSAND TWENTY THREE

మరణించిన ప్రదేశం / PLACE OF DEATH : ABHIRAM HOSPITAL ATMAKUR VI MD SPER NELLORE DT.

మరణించిన వ్యక్తి వయస్సు / AGE OF DECEASED : 69 YEARS

భర్త / భార్య పేరు / NAME OF HUSBAND / WIFE : ANBOJULA VENKATA LAKSHMI

భర్త / భార్య ఆధార్ సంఖ్య / HUSBAND/WIFE AADHAAR NO. :

తల్లి పేరు / NAME OF MOTHER : MALLU VALLEMA

తండ్రి పేరు / NAME OF FATHER : MALLU ANJANA

తండ్రి ఆధార్ సంఖ్య / MOTHER'S AADHAAR NO. :

తండ్రి ఆధార్ సంఖ్య / FATHER'S AADHAAR NO. :

మరణించినప్పుడు నివసించిన చిరునామా / ADDRESS OF THE DECEASED AT THE TIME OF DEATH :

నిరంతర నివాస చిరునామా / PERMANENT ADDRESS OF DECEASED :

00, NEW COLONY,
IPURU PALEM (PART), CHIRALA, BAPATLA,
ANDHRA PRADESH- 523166

00, NEW COLONY,
IPURU PALEM (PART), CHIRALA, BAPATLA,
ANDHRA PRADESH- 523166

నమోదు సంఖ్య / REGISTRATION NO. : D-2023-28-15017-000061

నమోదు తేదీ / DATE OF REGISTRATION : 29-03-2023

నమోదు చేయబడినది / REMARKS (IF ANY) :

జారీ చేయబడిన తేదీ / DATE OF ISSUE : 07-02-2024

జారీ చేసిన అధికారి పదవి / ISSUING AUTHORITY

(ఇది మరణ రికార్డు)
REGISTRAR (BIRTH & DEATH)
ATMAKUR MUNICIPALITY

UPDATED ON :
2023-11-07 17:00:00



"THIS IS A COMPUTER GENERATED CERTIFICATE WHICH CONTAINS FACSIMILE SIGNATURE OF THE ISSUING AUTHORITY"
THE GOVT. OF INDIA VIDE CIRCULAR NO. 1/12/2014-VS(CRS) DATED 27-JULY-2015 HAS
APPROVED THIS CERTIFICATE AS A VALID LEGAL DOCUMENT FOR ALL OFFICIAL PURPOSES.

ప్రతి జన్మకు ప్రతి మరణము తప్పకుండా ఆ రికార్డు నమోదు చేయండి / ENSURE REGISTRATION OF EVERY BIRTH AND DEATH





भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

P.9

తెలుగునామా:

D/O: దాసు, 7-86,

ఆదినారాయణ పురం, తల్వూరు

పాళెం, ఇప్పుడు పాళెం (రూరల్),

ప్రకాశం.

ఆంధ్ర ప్రదేశ్ - 523166


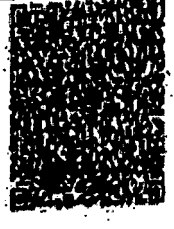
Address:

D/O Dasu, 7-86, adinarayana puram,
ipuru palam, Ipuru Palam (Rural),
Prakasam,
Andhra Pradesh - 523166

Aadhaar-Aam Admi ka Adhikar

అంబటల్ వెంకట లక్ష్మి
Ambatula Venkata Lakshmi
పుట్టిన తేదీ/ DOB: 06/06/1982
స్త్రీ / FEMALE

5728 4680 8906

అదార్-సామాన్యమానవుడి హక్కు

78

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MEMORANDUM OF WRIT PETITION MISC. PETITION
(UNDER SEC. 151 OF THE C.P.C.)
IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH
AT AMARAVATHI

I. A . NO.

OF 2025

IN

W.P. NO.

OF 2025

Between:

Ambothula Venkata Lakshmi , W/o. Late. Malli Nageswara Rao
Aged about 42 years, Occ: Employee,
Plot No. 185, S.T Colony, Bavaji Nagar, Sangatigunta
Guntur Town & District.

..Petitioner

And

1. The State of Andhra Pradesh
Rep.by its Prl. Secretary Endowment Department,
Secretariat A.P. Amaravathi.
2. The District Collector Guntrur
Guntur District. Andhra Pradesh.
3. The Deputy Commissioner, Endowmnt Department,
Naaz Center, Guntur. Andhra Pradesh.
4. The Tahsildar Guntur.
Guntur District. Andhra Pradesh.
- 5.The District Registrar Guntur
Guntur District, Andhra Pradesh.
- 6.The Station House Officer, Lalapet, Guntur
Guntur Dist. Andhra Pradesh
7. The Schedule Tribes Employes Co-Operative House
Building Society Ltd., Rep. by its President
Sri. Ch.Prasada Rao, ST Employes Colony
Sangatigunta, Guntur Town & District.
- 8.Panchaiti Akhara Bara Udasin Niraman (Society)
Having its office at Krishna Nagar
Mukhiya Mahal, Allahabad
Rep,by its Mahanth Hanuman Das, Branch at
Guntur. ..Respondents.

For the reasons stated in the affidavit filed in support of the above Writ Petition it is hereby prayed that this Hon'ble Court may be pleased to direct the 3rd respondent not to dispossess the petitioner from the house site Plot Nos.185, for an extent of 242-00 Sq. Yards, Situated at S.T Colony, Bavaji Nagar, Sangatigunta Guntur Town & District. A.P without following the due process of Law, pending disposal of the main Writ Petition, and to pass such other order or orders as this Hon'ble Court deems fit and proper in the interest of Justice.

Amaravathi.

Counsel for the Petitioner

DATE: 05-02-2025

Guntur: District

HIGH COURT :: AMARAVATHI

I.A .NO. OF 2025

IN

W.P. NO. OF 2025

Home
Endow/RKS

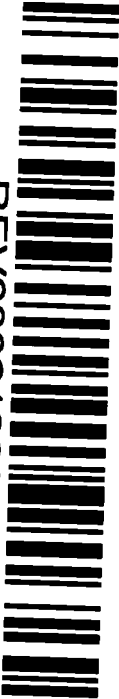
DIRECTION PETITION

Thursday, Feb 06, 2025 13:27:33 PM

REV080213291

APOLCMS

Acknowledgement No.:



Filed by:

M/s GADA.VENKATESWARLU (12977)

Eathakota Venkata Rao (Advocates)

Counsel for Petitioner