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સર્વેક્ષણ

DigitalOcean
વર્ક સ્પેસ
ફાઇલ ડીપોઝિટ

વર્ક સ્પેસ નંબર: 15040003

વર્ક સ્પેસ નંબર
વર્ક સ્પેસ નંબર: 15040003
વર્ક સ્પેસ નામ: ડીપોઝિટ
વર્ક સ્પેસ નામ: ડીપોઝિટ

વર્ક સ્પેસ	₹ 100.00
વર્ક સ્પેસ નામ	₹ 1200.00
વર્ક સ્પેસ નામ	₹ 1200.00
કુલ	₹ 1300.00

વર્ક સ્પેસ નામ: ડીપોઝિટ
વર્ક સ્પેસ નામ: ડીપોઝિટ

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વર્ક સ્પેસ નામ: ડીપોઝિટ



વર્ક સ્પેસ નંબર: 15040003
વર્ક સ્પેસ નામ: ડીપોઝિટ
વર્ક સ્પેસ નામ: ડીપોઝિટ

- 1) વર્ક સ્પેસ નામ: ડીપોઝિટ ₹ 100.00
- 2) વર્ક સ્પેસ નામ: ડીપોઝિટ ₹ 1200.00
- 3) વર્ક સ્પેસ નામ: ડીપોઝિટ ₹ 1200.00
- 4) વર્ક સ્પેસ નામ: ડીપોઝિટ ₹ 1200.00
- 5) વર્ક સ્પેસ નામ: ડીપોઝિટ ₹ 1200.00

[Signature]



CHALLAN
FOR PAYMENT



FORM NO. 100 (REVISED 2019)		FORM NO. 100 (REVISED 2019)		FORM NO. 100 (REVISED 2019)	
Department: Income Tax (IT)				Form No. 100 (REVISED 2019)	
State Tax		TAX ID / TIN (if any)		Form No. 100 (REVISED 2019)	
Type of Payment: Regular Tax		PAN No. of Assessee		Form No. 100 (REVISED 2019)	
Office Name: JANTA, JHARKHAND		Full Name		Form No. 100 (REVISED 2019)	
Location: JHARKHAND		Muster No.		Form No. 100 (REVISED 2019)	
Year: 2022-2023 (1st Term)		Previous Billing		Form No. 100 (REVISED 2019)	
Assessment Details		Assessed to Rs.		Form No. 100 (REVISED 2019)	
GROSS TAX: State Tax		100.00		Form No. 100 (REVISED 2019)	
CESS/ADDL: Regular Tax		100.00		Form No. 100 (REVISED 2019)	
		Total		Form No. 100 (REVISED 2019)	
		Amount to be Paid		Form No. 100 (REVISED 2019)	
		100.00		Form No. 100 (REVISED 2019)	
Payment Details		FORM NO. 100 (REVISED 2019)		FORM NO. 100 (REVISED 2019)	
Challan No.		Date of Challan		FORM NO. 100 (REVISED 2019)	
Name of Assessee		Name of Bank		FORM NO. 100 (REVISED 2019)	
Name of Branch		Branch Name		FORM NO. 100 (REVISED 2019)	

NOTE: This challan is valid for payment to be deposited to the designated bank only. The assessee is responsible for the correctness of the details provided. The amount should be paid within the specified time.

[Handwritten Signature]

नगन-६
21/11/2023
3/11



SALE DEED**Consideration Rs.5,15,00,000/-****(Rupees Five Crores Fifteen Lakh Only)****Market Value Rs.3,53,74,000/-**

(That full Stamp Duty of Rs.26,25,000/- only and full Registration Fees of Rs.50,000/- Only is already paid at the time of the registration of the Agreement to Sale dt. 17/11/2022, which is duly registered in the office of the Sub-Registrar, Nagpur - 1 at Sr. No. 7071, as ever last)

THIS DEED OF SALE is made and executed at Nagpur on this 1st day of April 2023, **BETWEEN**

1. **SRI. ASHOK LALCHAND PANJWANI**, Aged About 61 Years, Occupation - Business, PAN NO. AEGPP13521, Aadhar No. 9388 3223 8411, Mobile No. 990014030

2. **SRI. SUNIL LALCHAND PANJWANI**, Aged About 59 Years, Occupation - Business, PAN NO. AEGPP13493, Aadhar No. 3991 3504 8859, Mobile No. 9900693222, acting through his Power of Attorney holder Smt. Ashok Lalchand Panjwani, Aged About 64 Years, Occupation - Business, PAN NO. AEGPP13521, Aadhar No. 9388 3223 8411, Mobile No. 990014030

3. **SMT. SONALI RAJU PANJWANI**, Aged About 58 Years, Occupation - Housewife, PAN NO. AGVPP87988, Aadhar No. 1181 0114 9964, Mobile No. 9171183709

4. **MR. LAKHESH RAJU PANJWANI**, Aged About 28 Years, Occupation - Service, PAN NO. DT2PP84638, Aadhar No. 8223 0224 2282, Mobile No. 9118768006

& 5. **MISS. TANVIKA RAJU PANJWANI**, Aged About 16 Years, Occupation - Education, (minor) PAN NO. HLEPP8109A, Aadhar No. 3374 8522 4608, acting through it's natural guardian mother Smt. Sonali Raju Panjwani, Aged About 58 Years, Occupation - Housewife, PAN NO. AGVPP87988, Aadhar No. 1181 0114 9964, Mobile No. 9171183709, All Ks Dhandi, Nagpur - 440012.

Hereinafter jointly referred to as the **VENDORS** which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said VENDORS as well as their legal heirs, legal representative, executors, administrators & assigns of the **FIRST PART**.

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२/६२



AND

ANZEUS HOSPITAL, PAN NO. ACAPM0911E, acting through it's partners 1. DR. SHRI. NIKHIL RAMDAS MALEWAR, Aged About 35 Years, Occupation - Doctor, PAN NO. AZH05M2222A, Aadhar No. 4496 4242 2492, Mobile No. 9700136096 & 2. DR. ANKITA NIKHIL MALEWAR, Aged About 35 Years, Occupation - Doctor, PAN NO. HDQPT2443G, Aadhar No. 9701 5110 0920, Mobile No. 9090995090, both Kin. Flat No. 75A, Anandah Apartment, Gadge Nagar, Haveliwar Nagar, Nagpur - 440029, Hereinafter referred to as the "PURCHASER", which expression shall unless repugnant to the context or meaning thereof always mean and include the said "Partnership Firm" and its "Partners", as well as, its liquidators, administrators, successors and assigns of the SECOND PART.

WHEREAS, initially the land bearing Ward Plot No. 2422 (Old) & Plot No. 1 (New), and admeasuring about 8027 Sq. Ft. (i.e. 184.41 Sq. Mtrs.) situated at Muzam - Dhanoli, Seelam City Survey No. 210, Block No. 28, within the limits of N.E.T. and W.M.C., Taluk and District Nagpur, initially belonged to Shri. Narayan Gopaldas Malay, on household rights.

AND WHEREAS, hereafter Shri. Narayan Gopaldas Malay has executed Will on 10/06/1997, and after his death as per the aforesaid Will his next nearest Shri. Ajay Gopaldas Malay, Shri. Hemant Gopaldas Malay and Shri. Basil Gopaldas Malay became the owners of the said property.

AND WHEREAS, hereafter Shri. Ajay Gopaldas Malay, Shri. Hemant Gopaldas Malay and Shri. Basil Gopaldas Malay sold the Western Portion of land admeasuring about 4513 Sq. Ft. (419.27 Sq. Mtrs.) (i.e. per the plan attached to the Sale Deed), together with undivided 50% share in the land bearing Ward Plot No. 2422 to Shri. Ashok Laxchand Patil, Shri. Santil Laxchand Patil and Shri. Raju Laxchand Patil, by virtue of the Sale Deed dt. 24/12/1999, which is duly registered before the Sub-Registrar Nagpur at Dt. No. 7086. As such Shri. Ashok Laxchand Patil, Shri. Santil Laxchand Patil and Shri. Raju Laxchand Patil became the owners of the said Western Portion of land admeasuring about 4513 Sq. Ft. (419.27 Sq. Mtrs.) together with undivided 50% share in the land bearing Ward Plot No. 2422.

AND WHEREAS, hereafter Income Tax Department has issued the notice for the said aforesaid land bearing Ward Plot No. 3 (Old Plot No. 2422) in Group of 1-34's Payment Demand Notice Form No. 104, acting through it's partner Shri. Dhanendra J. Furtak and Dr. Shri. Ashok Laxchand Patil, Dr. Shri. Santil Laxchand Patil & Dr. Shri. Raju Laxchand Patil, by the term commencing from 05/10/2003 and ending on 08/10/2003, by virtue of

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३/६२



the Lease Deed dt. 09/07/2014, which is duly registered before the Sub-Registrar Nagpur at Sr. No. 5417.

AND WHEREAS, thereafter Shri. Raja Lalchand Patil had for himself and for his family share in 02/07/2021, and as such his share in the said land devolved upon in favour of Smt. Small Raja Patil, Mr. Lakshay Raja Patil & Mrs. Tanishka Raja Patil, by virtue of the instant succession. As such 1. Shri. Ashok Lalchand Patil, 2. Shri. Sunil Lalchand Patil, 3. Smt. Small Raja Patil, 4. Mr. Lakshay Raja Patil & 5. Mrs. Tanishka Raja Patil became the owners of the said Western Portion of land measuring about 4313 Sq. Ft. (431.27 Sq. Mtrs.), together with undivided 50% share in the land bearing Nand Plot No. 3 (Old Plot No. 2427).

AND WHEREAS, thereafter 1. Shri. Ashok Lalchand Patil, 2. Shri. Sunil Lalchand Patil, 3. Smt. Small Raja Patil (for herself and natural guardian mother for Shri. 5), 4. Mr. Lakshay Raja Patil & 5. Mrs. Tanishka Raja Patil agreed to sell the aforesaid Western Portion of land measuring about 4512 Sq. Ft. (419.18 Sq. Mtrs.), together with undivided 50% share in the land bearing Nand Plot No. 2422, to Arpana Hospital acting through its partners 1. Dr. Shri. Nishit Ramesh Malwan & 2. Dr. Ankita Nishit Malwan, by virtue of the Agreement to Sell dt. 17/11/2022, which is duly registered before the Sub-Registrar Nagpur at Sr. No. 7871.

AND WHEREAS, thereafter Shri. Sunil Lalchand Patil has executed the Power of Attorney in favour of Shri. Ashok Lalchand Patil, on 02/12/2022, which is duly registered before the Sub-Registrar Nagpur at Sr. No. 19464.

AND WHEREAS, thereafter 1. Shri. Ashok Lalchand Patil, 2. Shri. Sunil Lalchand Patil acting through Power of Attorney holder Shri. Ashok Lalchand Patil, 3. Smt. Small Raja Patil (for herself and natural guardian mother for Shri. 5), 4. Mr. Lakshay Raja Patil & 5. Mrs. Tanishka Raja Patil have executed the Correction Deed to the aforesaid Agreement to Sell dt. 17/11/2022, bearing Sr. No. 7871, in favour of Arpana Hospital acting through its partners 1. Dr. Shri. Nishit Ramesh Malwan & 2. Dr. Ankita Nishit Malwan, on 14/04/2023, which is duly registered before the Sub-Registrar Nagpur at Sr. No. 2548. And thereby corrected the mistake in selling manner of Patil and also corrected the schedule of Property agreed to be sold.

AND WHEREAS, the Vendor for the good and urgent reason decided to sell the said property and went in search of suitable Purchaser who shall pay reasonable consideration for it.

Handwritten notes in margin:
Matters for Sale
Lakshay Raja Patil
Mrs. Tanishka Raja Patil
Smt. Small Raja Patil

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11/11/2023
Y/S.R.



and Vendor No. 2 i.e. Mrs. Sushil Raju Parvati is received in writing the funds for satisfaction and repayment of her minor daughter i.e. Vendor No. 3 and therefore it is the legal liability for Vendor No. 2 i.e. Mrs. Sushil Raju Parvati, to sell the said property for repayment and satisfaction of her minor daughter namely Mrs. Trishika Raju Parvati.

AND WHEREAS, the Purchaser approached the Vendors and requested it's advice and willingness to purchase the said property for the reasonable consideration and the Vendors agreed to sell the same to the Purchaser for a total consideration of Rs.5,15,00,000/- (Rupees Five Crores Fiftteen Lakh Only) upon the terms and conditions agreed by and between the parties.

AND WHEREAS, the Purchaser is desirous of purchasing the above referred property which is specifically described in the schedule written hereunder free from all encumbrances with favorable rights therein and the Vendors have agreed to sell the same having absolute title therein, this Sale Deed is executed on the following terms and conditions.

AND WHEREAS, the parties to this deed have complied with the terms and conditions and now want the contract to be fully performed by executing a valid Deed of Conveyance.

NOW THEREFORE, THIS DEED OF SALE WITNESSETH AS UNDER:-

1. THAT in pursuance of the aforesaid agreement and in consideration of a total sum of Rs.5,15,00,000/- (Rupees Five Crores Fiftteen Lakh Only) paid by the Purchaser to the Vendors in the manner appearing here-in-below, the receipt whereof the Vendors do hereby acknowledge, the Vendors as the absolute and full owners thereof do hereby grant, convey, assign and transfer by way of sale to the Purchaser, All that piece and parcel of Western Plot of land measuring about 4513 Sq. Ft. (411.27 Sq. Mtrs.) (Marked with Letter CDHF, in the map attached), together with undivided 50% share in the land bearing Haveli Plot No. 2 (Old Plot No. 2472), total measuring about 9075 Sq. Ft. (i.e. 838.45 Sq. Mtrs.), situated at Madura - Dhansali, Jodhpur City, Survey No. 218, Sheet No. 23, together with the house constructed thereon covering a built up area of 415.428 Sq. Mtrs., bearing Corporation House No. 214, within the limits of N.T. and N.M.C., Taluk and District Jodhpur, and the said property is more particularly described in the schedule written hereunder: TO HOLD THE SAME TO AND UNTO THE PURCHASER as the absolute and full owner thereof, free from encumbrances of all payable up to the date of execution of the Deed of Sale. That the sum/ Rs.5,15,00,000/- (Rupees Five Crores Fiftteen Lakh Only) is received by the Vendor from the Purchaser in the following manner:-

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MANNER OF PAYMENT

Rs.11,20,000/-	(Rupees Eleven Lakh Only) paid by Smt. Nishi Ramesh Malhotra to the Smt. Ashok Lalchand Patilwani, by Cheque dt. 14/07/2022, bearing No.41833, Drawn on IndusInd Bank. The receipt whereof is hereby acknowledged by Smt. Ashok Lalchand Patilwani
Rs.25,00,000/-	(Rupees Twenty Five Lakh Only) paid by Smt. Nishi Ramesh Malhotra to the Smt. Ashok Lalchand Patilwani on 23/09/2022 by RFGS Cheque bearing No. 410165, Drawn on IndusInd Bank. The receipt whereof is hereby acknowledged by Smt. Ashok Lalchand Patilwani
Rs.14,91,800/-	(Rupees Thiry Six Lakh Only) paid by Smt. Nishi Ramesh Malhotra to the Smt. Sunil Lalchand Patilwani by Cheque dt.15/09/2022, bearing No. 419164, Drawn on IndusInd Bank. The receipt whereof is hereby acknowledged by Smt. Sunil Lalchand Patilwani
Rs.12,50,000/-	(Rupees Twelve Lakh Only) paid by Dr. Anshu Nishi Malhotra to the Smt. Sunil Raja Patilwani by Cheque dt.06/09/2022, bearing No.813420, Drawn on IndusInd Bank. The receipt whereof is hereby acknowledged by Smt. Sunil Raja Patilwani
Rs.12,00,000/-	(Rupees Twelve Lakh Only) paid by Dr. Anshu Nishi Malhotra to the Mr. Lachay Raja Patilwani by Cheque dt.18/09/2022, bearing No. 813427, Drawn on IndusInd Bank. The receipt whereof is hereby acknowledged by Mr. Lachay Raja Patilwani
Rs.12,00,000/-	(Rupees Twelve Lakh Only) paid by Dr. Anshu Nishi Malhotra to the Mrs. Trishita Raja Patilwani, by Cheque dt. 19/09/2022 bearing No. 813428, Drawn on IndusInd Bank. The receipt whereof is hereby acknowledged by Mrs. Trishita Raja Patilwani (Money being through mutual guardian mother Smt. Sunil Raja Patilwani)
Rs.33,72,000/-	(Rupees Thirty Five Lakh Twenty Eight Thousand Only) paid by Smt. Nishi Ramesh Malhotra to the Smt. Ashok Lalchand Patilwani by Cheque dt.17/10/2022, bearing No. 419164, Drawn on IndusInd Bank. The receipt whereof is hereby acknowledged by Smt. Ashok Lalchand Patilwani
Rs.33,28,000/-	(Rupees Thirty Five Lakh Twenty Eight Thousand Only) paid by the Dr. Anshu Nishi Malhotra to the Smt. Sunil Lalchand Patilwani by Cheque dt. 10/07/2022, bearing No. 855478, Drawn on IndusInd Bank. The receipt whereof is hereby acknowledged by the Smt. Sunil Lalchand Patilwani

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Rs.11,76,000/-	(Rupees Eleven Lakh Seventy Six Thousand Only) paid by Shri. Nikhil Kumbhar Addresser to the Shri. Smriti Raja Parjwar by Cheque d.17/10/2022, bearing No. 410167, Drawn on Industrial Bank. The receipt whereof is hereby acknowledged by Shri. Smriti Raja Parjwar.
Rs.11,76,000/-	(Rupees Eleven Lakh Seventy Six Thousand Only) paid by Dr. Ashita Mishra Addresser to the Mr. Lalitraj Raja Parjwar by Cheque d.17/10/2022, bearing No. 305436, Drawn on Industrial Bank. The receipt whereof is hereby acknowledged by Mr. Lalitraj Raja Parjwar.
Rs.11,76,000/-	(Rupees Eleven Lakh Seventy Six Thousand Only) paid by Dr. Ashita Mishra Addresser to the Mrs. Tanishka Raja Parjwar, by RTGS by Cheque d. 21/10/2022, bearing No.835433, Drawn on Industrial Bank. The receipt whereof is hereby acknowledged by Mrs. Tanishka Raja Parjwar acting through it's natural guardian mother Shri. Smriti Raja Parjwar.
Rs.2,16,000/-	(Rupees Two Lakh Seven Thousand Only) advance for T.D.S.
Rs.48,09,000/-	(Rupees Forty Lakh Only) paid by the Purchaser to Shri. Ashok Lalchand Parjwar by Cheque d. 28/03/2023, bearing No. 740009, drawn on Punjab National Bank, ECE House, K. G. Marg, New Delhi, finance by PNB Housing Finance Ltd., Civil Lines, Nagpur. The receipt whereof is hereby acknowledged by Shri. Ashok Lalchand Parjwar.
Rs.18,87,000/-	(Rupees Eighteen Lakh Sixty Seven Thousand Only) paid by the Purchaser to Shri. Ashok Lalchand Parjwar by Cheque d. 28/03/2023, bearing No. 740010, drawn on Punjab National Bank, ECE House, K. G. Marg, New Delhi, finance by PNB Housing Finance Ltd., Civil Lines, Nagpur. The receipt whereof is hereby acknowledged by Shri. Ashok Lalchand Parjwar.
Rs.40,00,000/-	(Rupees Forty Lakh Only) paid by the Purchaser to Shri. Ashok Lalchand Parjwar by Cheque d. 28/03/2023, bearing No. 740011, drawn on Punjab National Bank, ECE House, K. G. Marg, New Delhi, finance by PNB Housing Finance Ltd., Civil Lines, Nagpur. The receipt whereof is hereby acknowledged by Shri. Ashok Lalchand Parjwar.
Rs.40,00,000/-	(Rupees Forty Lakh Only) paid by Purchaser to Shri. Sunil Lalchand Parjwar by Cheque d. 28/03/2023, bearing No. 740012, drawn on Punjab National Bank, ECE House, K. G. Marg, New Delhi, finance by PNB Housing Finance Ltd., Civil Lines, Nagpur. The receipt whereof is hereby acknowledged by Shri. Sunil Lalchand Parjwar.

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28/03/2023
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Rs.48,00,000/-	(Rupees Forty Lakh Only) paid by Purchaser to Shri. Suresh Lalchand Parjwani by Cheque dt. 28/03/2023, bearing No. 740013, drawn on Punjab National Bank, ECE House, K. G. Marg, New Delhi, financed by PNB Housing Finance Ltd., Civil Lines, Nagpur. The receipt whereof is hereby acknowledged by Shri. Suresh Lalchand Parjwani
Rs.18,67,000/-	(Rupees Eighteen Lakh Sixty Seven Thousand Only) paid by Purchaser to Shri. Suresh Lalchand Parjwani by Cheque dt. 28/03/2023, bearing No. 740014, drawn on Punjab National Bank, ECE House, K. G. Marg, New Delhi, financed by PNB Housing Finance Ltd., Civil Lines, Nagpur. The receipt whereof is hereby acknowledged by Shri. Suresh Lalchand Parjwani
Rs.33,89,000/-	(Rupees Thirty Three Lakh Eighty Nine Thousand Only) paid by the Purchaser to Smt. Sushil Raju Parjwani by Cheque dt. 28/03/2023, bearing No. 740007, drawn on Punjab National Bank, ECE House, K. G. Marg, New Delhi, financed by PNB Housing Finance Ltd., Civil Lines, Nagpur. The receipt whereof is hereby acknowledged by Smt. Sushil Raju Parjwani
Rs.32,99,000/-	(Rupees Thirty Two Lakh Eighty Nine Thousand Only) paid by the Purchaser to the Mr. Lakshay Raju Parjwani by Cheque dt. 28/03/2023, bearing No. 740006, drawn on Punjab National Bank, ECE House, K. G. Marg, New Delhi, financed by PNB Housing Finance Ltd., Civil Lines, Nagpur. The receipt whereof is hereby acknowledged by Mr. Lakshay Raju Parjwani
Rs.32,88,000/-	(Rupees Thirty Two Lakh Eighty Eight Thousand Only) paid by Purchaser to Mrs. Tanishka Raju Parjwani by Cheque dt. 28/03/2023, bearing No. 740008, drawn on Punjab National Bank, ECE House, K. G. Marg, New Delhi, financed by PNB Housing Finance Ltd., Civil Lines, Nagpur. The receipt whereof is hereby acknowledged by Mrs. Tanishka Raju Parjwani (Minor acting through natural guardian mother Smt. Sushil Raju Parjwani)
Rs.2,97,000/-	(Rupees Two Lakh Ninety Seven Thousand Only) deducted for T.D.E.
Rs.5,15,00,000/-	Total Rupees Five Crore Fifteen Lakh Only

The Vendor acknowledged to have received the consideration of Rs.5,15,00,000/- (Rupees Five Crore Fifteen Lakh Only) from the Purchaser and further state that they have nothing to receive from the Purchaser towards the sale consideration.

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11. The Vendor do hereby covenants with the Purchaser as follows:-

1. THAT, the property hereby sold shall be subject to the terms and conditions appearing here in-below, be quietly entered into and upon and held and enjoyed and the same and profits thereon by the Purchaser without any interruption or disturbance by the Vendor or any person claiming through or in trust for them and without any lawful interruption or disturbance by any other person who-so-ever.
2. THAT, the Vendor's interest and right over the said property hereby transferred to the Purchaser herein and the Vendor have good, valid and subsistent title thereto and have absolute right and full authority to transfer the same by way of sale to the Purchaser absolutely forever.
3. THAT, the Vendor hereby covenants to the Purchaser that the property sold is their absolute property and the same except them have acquired any right, title or interest whatsoever in respect of the same.
4. THAT, the Vendor have done so act whereby the property hereby transferred is encumbered in any manner or whereby they are debarred from transferring the same by way of sale to the Purchaser absolutely forever.
5. THAT, in the event the Purchaser are deprived of the whole or part of the property hereby sold by reason of any defect found in the title of the Vendor or of any encumbrance or charge on the same to which the sale is not subject, the Vendor hereby undertake to remove the defects or satisfy and clear the encumbrance as the case may be as Vendor's own cost and further keep the Purchaser indemnified against such encumbrance or charge or defect as the case may be.
6. THAT, the Vendor have paid up to date all dues with respect to Non - Agricultural Assessment, Cooperative Taxes, Development Charge, Cess, etc. levied on the property hereby sold and in the event if it is discovered that there remains any amount to be paid, the Vendor undertake to pay the same to the Purchaser according payable only up to date of this Deed of Sale.
7. THAT, the Vendor have this day delivered the actual physical possession of the property hereby sold, to the Purchaser, in vacant condition.

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25/11/2023
C/ER



- 8. THAT, the Vendors will support any application made by the Purchaser for mutation of it's name in all the relevant records in respect of the property hereby sold and will render necessary assistance for obtaining the mutation thereof in favour of the Purchaser.
- 9. THAT, the said property is believed and shall be taken to be correctly described in the schedule hereunder written and if any mis-statement, error or omission shall be discovered, the same shall not annul this sale but the same shall be subject to correction by the parties hereto.
- 10. THAT, the Purchaser shall pay the Corporation Taxes, Cesses as may be levied on the property sold to it, from the date of this Sale Deed.
- 11. THAT, all expenses on account of preparation of this Sale Deed including the cost of Stamp Duty and Registration Fees payable thereon have been borne and paid by the Purchaser.
- 12. THAT, the Vendors hereby declare that the Purchaser has now become the absolute and exclusive owner of the property described in the schedule herein below, having absolute and exclusive transferrable and heritable rights therein.
- 13. THAT, the Vendors have disclosed, shown, all the documents with respect to title deeds and the Purchaser has itself through his advocate has carried out the due diligence, made necessary enquiries, search the relevant records and is fully satisfied about the title of the property and right of the Vendors to sell the said land and only after it's complete satisfaction, it has decided to purchase the said land.

SCHEDULE OF PROPERTY

All that piece and parcel of Western Portion of land measuring about 4517 Sq. Ft. (11927 Sq. Mtrs.) Situated with Lot No. CD19, in the map attached, together with undivided 50% share in the land bearing Serial Plot No. 3 (Old Plot No. 2422), total measuring about 8025 Sq. Ft. (19,384 Sq. Mtrs.) situated of Matra - Ghansoli, bearing City Survey No. 203, Sheet No. 28, together with the lease (contracted) Garrao covering a built up area of 415.08 Sq. Mtrs., bearing Corporation House No. 216, within the limits of M.I.C. and N.M.C., Tithal and Ghansoli Pogram and the said land is bounded as follows:-

4/10/18



East : House of Parikh
 (Situated by Laxmi ASKD in the Map attached)
 West : Concreary Lane
 South : House of Shri. Narayan Kumbhar
 South : Main Road

IN WITNESS WHEREOF the parties herein have set their respective hands and signed
 this DEED OF SALE at Nagpur on the day, date & year first above written in the presence of
 attesting witnesses.



[Signature]
 1. Shri. Ashok Lalchand Patil



[Signature]
 2. Shri. Sunil Lalchand Patil, acting
 through his Power of Attorney holder
 Shri. Ashok Lalchand Patil



[Signature]
 3. Shri. Sunil Kaji Patil



[Signature]
 4. Mr. Lakshay Nita Patil/wife



[Signature]
 5. Shri. Yashraj Kaji Patil/wife (minor)
 acting through it's natural guardian
 Shri. Sunil Kaji Patil/wife
VENDORS



ASPIRE HOSPITAL,
 acting through it's partner
[Signature]
 1. Dr. Dr. Nitin Ramesh Malave



नगन-६
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A. S. Dr. Asha Nikhil Mishra
PUNJAB



WITNESSES:-



[Signature]
M. W. K. K. K.



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(S. K. S. S.)



नगन-६
२६/५/२०२३
१२/६२



श्री,
 श्री. सुशिल शम्शेर श्रेष्ठको घर पुसा
 ११, काठमाडौं

विषय - पौवा संसदीय क्षेत्रका पुराना कुट्टा नं. ३ तथा कुट्टा नं. २४० बाटोको ३११६.३० बीघो
 जग्गाको ४३१२.९४ बीघो/४१६.३७ बी.मी. जग्गा खोलाका साथै खोलाका बायाँपट्टाको

- बटोको: १. खसुन नं ४४ विद्यालय खोलाको बायाँपट्टाको वि.सं.४४/१३/२०१९
 २. काठमाडौं नं.२१/१४/२०२३

उपरोक्त विवरणित २४६३ दिनांक २४/११/२०२३ सालको आधिकारिक तालिको पौवा संसदीय क्षेत्रका पुराना कुट्टा
 नं. ३ तथा कुट्टा नं. २४० बाटोको ३०९६ बी.घो/३०१६.९० बी.मी. जग्गाको ४३१२.९४ बी.घो/४१६.३७ बी.मी. जग्गा
 खोलाका साथै खोलाका बायाँपट्टाको ३११६.३० बी.घो/३११.६३ बी.मी. जग्गाको ३११६.३० बी.घो/३११.६३
 बी.मी. जग्गाको ३११६.३० बी.घो/३११.६३ बी.मी. जग्गाको ३११६.३० बी.घो/३११.६३ बी.मी. जग्गाको ३११६.३०
 बी.घो/३११.६३ बी.मी. जग्गाको ३११६.३० बी.घो/३११.६३ बी.मी. जग्गाको ३११६.३० बी.घो/३११.६३ बी.मी.

बटोको नं. १को

- १) खसुन नं. ४४ विद्यालयको बायाँपट्टाको जग्गाको वि.सं. ४४/१३/२०१९ बाटोको ४४/१३/२०१९ बाटोको जग्गाको
 जग्गाको वि.सं. ४४/१३/२०१९ बाटोको जग्गाको वि.सं. ४४/१३/२०१९ बाटोको जग्गाको वि.सं. ४४/१३/२०१९
 बाटोको जग्गाको वि.सं. ४४/१३/२०१९ बाटोको जग्गाको वि.सं. ४४/१३/२०१९ बाटोको जग्गाको वि.सं. ४४/१३/२०१९
- २) खसुन नं. ४४ विद्यालयको बायाँपट्टाको जग्गाको वि.सं. ४४/१३/२०१९ बाटोको जग्गाको वि.सं. ४४/१३/२०१९
- ३) खसुन नं. ४४ विद्यालयको बायाँपट्टाको जग्गाको वि.सं. ४४/१३/२०१९ बाटोको जग्गाको वि.सं. ४४/१३/२०१९
- ४) खसुन नं. ४४ विद्यालयको बायाँपट्टाको जग्गाको वि.सं. ४४/१३/२०१९ बाटोको जग्गाको वि.सं. ४४/१३/२०१९
- ५) खसुन नं. ४४ विद्यालयको बायाँपट्टाको जग्गाको वि.सं. ४४/१३/२०१९ बाटोको जग्गाको वि.सं. ४४/१३/२०१९
- ६) खसुन नं. ४४ विद्यालयको बायाँपट्टाको जग्गाको वि.सं. ४४/१३/२०१९ बाटोको जग्गाको वि.सं. ४४/१३/२०१९
- ७) खसुन नं. ४४ विद्यालयको बायाँपट्टाको जग्गाको वि.सं. ४४/१३/२०१९ बाटोको जग्गाको वि.सं. ४४/१३/२०१९
- ८) खसुन नं. ४४ विद्यालयको बायाँपट्टाको जग्गाको वि.सं. ४४/१३/२०१९ बाटोको जग्गाको वि.सं. ४४/१३/२०१९



श्री. सुशिल शम्शेर श्रेष्ठको घर पुसा
 ११, काठमाडौं

नमूना-६
 २६४/२०२३
 २५/६३



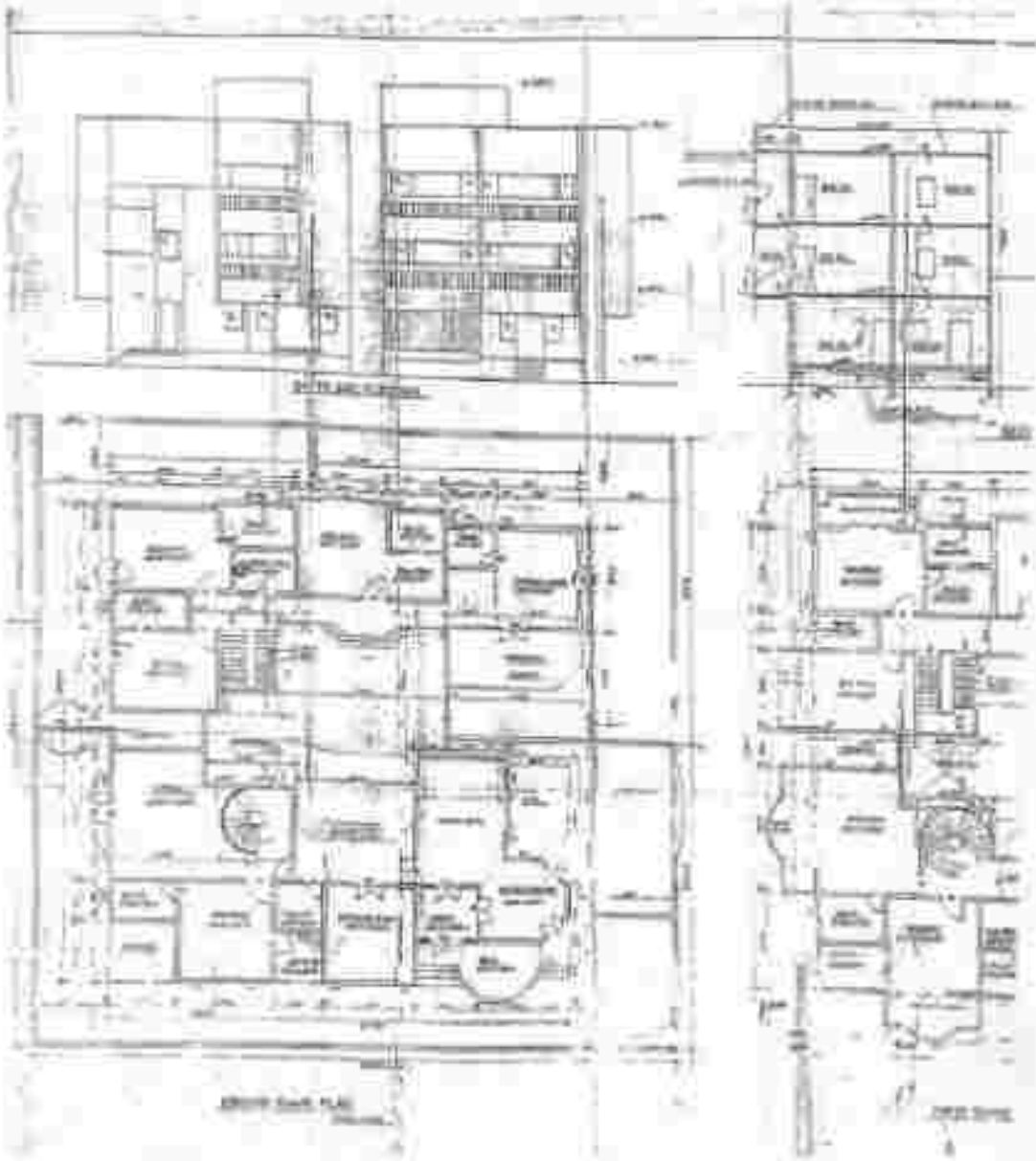


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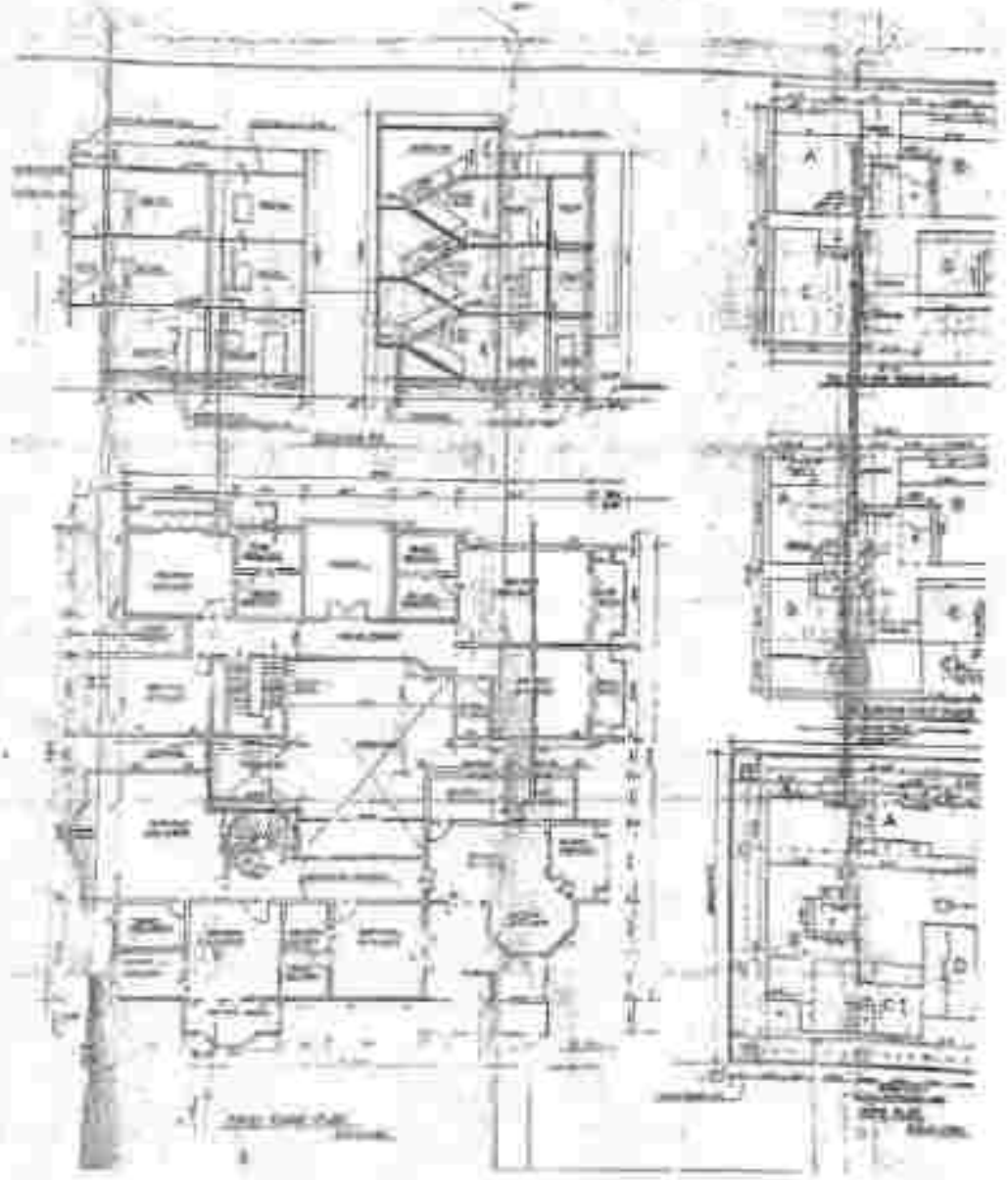


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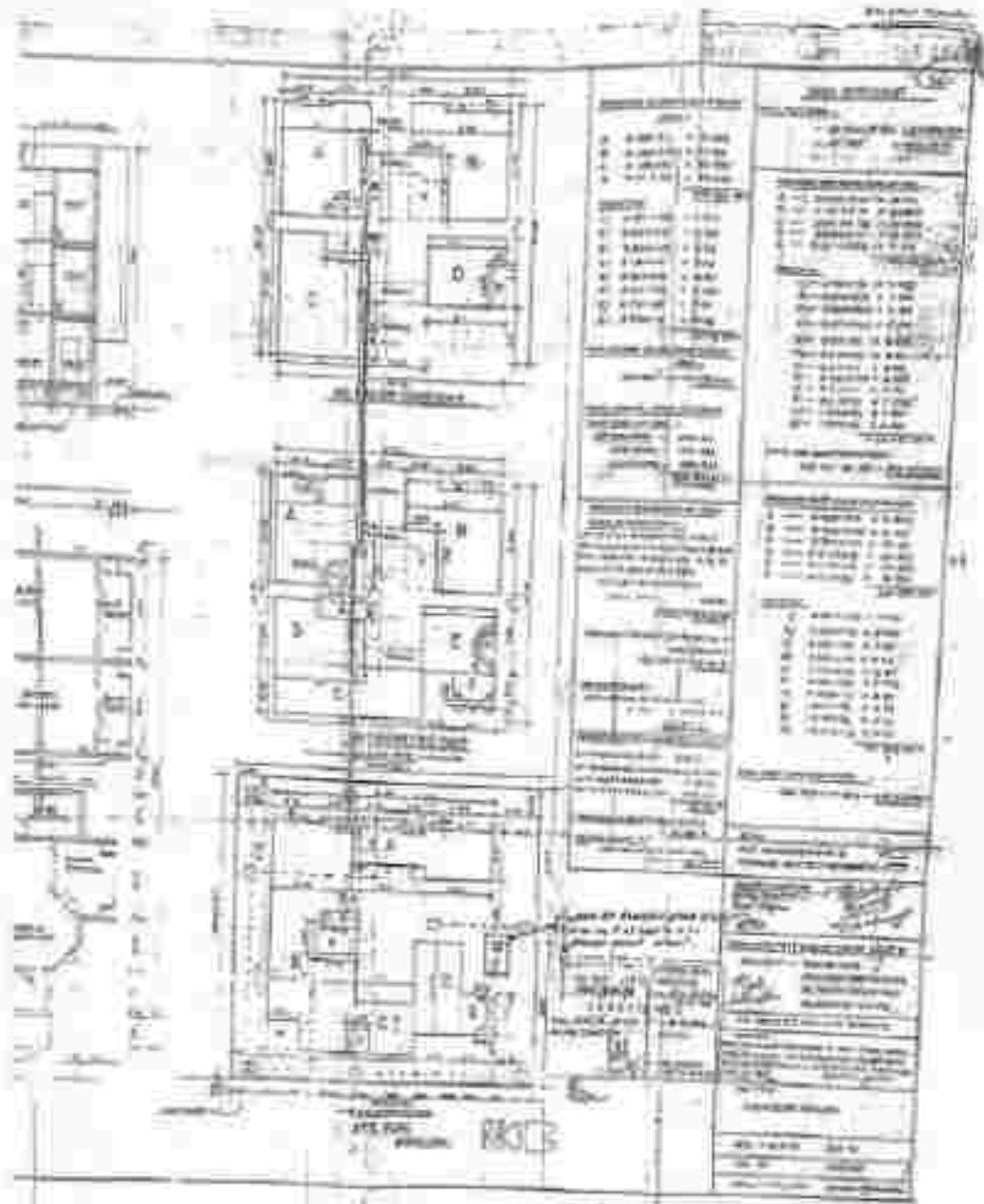
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 २६/१०/२०२३
 १२/६२



IN THE HIGH COURT OF GUJARAT AT BOMBAY,
NAGPAL, BENCH, BANGALORE

SECOND APPEAL (CIVIL NO. 522 OF 2022)

Mr. Vasantlal Chhabra Thakre,
B/o. Kishorji. Tq. Anandnagar, S.D.D.
Dist. Amravati (Case filed through
his legal heirs re. R.A.) vs.,

1. Son, Hachhi Vasantlal Thakre,
aged about 65 years, Occupation A/E
2. Mr. Pralhad Vasantlal Thakre,
aged about 30 years, Occupation
Service.
3. Mr. Bhaik Vasantlal Thakre,
aged about 11 years, Occupation
Business.

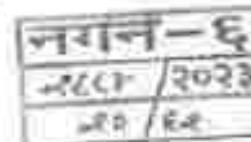
(All) B/o. Motarabhai Chhavi Chhavi
Tillar Road, Amravati, Tq. and
District Amravati

4. Mr. Suresh Surypran Rao,
aged about 30 years, Occupation
Housewife, B/o. Jatti Marwadi
Pur Warhad, Tq. Thana, Dist.
Amravati.
5. Mrs. Archana Vasantlal Thakre,
aged about 34 years, Occupation
Housewife, C/o. Shri Surypran
Gawade, B/o. Sanku Nagar, Near
Chhapraji Vihara, Marolli, Tq.
Murtajpur, Dist. Amra.

—AFFIDAVIT—

VERIFICATION

1. Mr. Subhakar Venantlal Hingojia,
aged about 44 years, Occupation
Agriculture,
(Dist. Dist. No. 100 R.A.)



Mr. V.B. Sarda, Advocate for the appellants
Mr. Radhika Bhatia, Advocate for respondents Nos.1 to 4

CIVIL MANSUFIAT NO. 1

DATE OF RECORDING THE JUDGMENT: 07TH APRIL 2018

DATE OF PRONOUNCING THE JUDGMENT: 04TH MAY 2018

JUDGMENT:

The original defendant No.1 in the appeal in this appeal, now respondent through his legal representatives, who has challenged the order of sale of the suit land by the original decree, which was decreed in favour of respondent Nos.1 to 4 (original plaintiffs). The question that arises for consideration in this appeal is, whether the order of the said original plaintiffs could have lawfully alienated the suit property in favour of the appellants without seeking permission of the Court as contemplated under Section 8(2) of the Hindu Minority and Women's Act, 1956. It was the case of the said original plaintiffs that the alienation undertaken by their mother without obtaining such permission was illegal and that they were entitled to possession of the suit property.

2. The suit property is land situate at 139/1 part of village 177 (10) land in survey No.445 Taluka Tarda, District Dahanu.

3. Appellants - 1, 2, 3, 4, 5

4. Respondents - 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

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account. The father of the said original plaintiffs had died in 1958 and their mother was looking after the welfare of the said plaintiffs. On 02.12.1974, their mother sold the aforesaid suit property to the appellant by a registered sale deed. In the sale deed itself, details of debts were specifically enumerated and it was stated that the sale was being undertaken due to the necessity of satisfying such debts.

It was the case of the said original plaintiffs that they were women whose the aforesaid sale deed was executed in favour of the appellant and that upon assuming majority, they were entitled to challenge the same and to demonstrate that their mother could not have executed the same.

On 14th July, 1985, the said original plaintiffs filed Suit No. 35 of 1985 before the Court of Civil Judge, Senior Division, Durgam for possession of the suit property and for expiry over the income paid. The appellant was accused as defendant No.1, while their mother and father were defendant No.2, their mother was defendant No.3 and their father was defendant No.4 in the aforesaid suit. On 03.12.1985, the defendant Nos.2, 3 and 4 (mother, mother and father of the plaintiffs) filed their written statement opposing to the process made in suit. The appellant filed his written statement on 20.04.1985, opposing the aforesaid suit. It was stated that the sale deed was executed by mother of the

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plaintiffs due to legal necessity and this was evident from the details of the debts given in the sub-lease deed, which demonstrated that the sums made by the plaintiffs was not justified.

5. On the basis of pleadings and evidence placed on record by the parties, the trial Court dismissed the suit holding that the plaintiffs had failed to show that the abovementioned had been executed by parties (defendants No.3) without legal necessity. The trial Court placed reliance on the contents of the sub-lease deed to hold that there were encumbrances and that the sale of the land had become necessary to repay such debts and to remove the encumbrances. It was held that after the death of her husband, the mother of the plaintiffs was justified in executing the said sub-lease in order to repay the debts as she had no other source of income.

6. Aggrieved by the dismissal of the suit by the trial Court, the respondent No.1 in a filed Regular Civil Appeal No. 3 of 1994 before the Court of District Judge, Allahabad (appellate Court). By the impugned judgment and order dated 28.10.2008, the appellate Court partly allowed the appeal and decreed the suit in favour of the respondent (para. 3 and 4), holding that they were entitled to recover the suit property to the extent of their respective shares from the appellants. The appellate Court held that the appellants had failed to discharge the burden of proving legal necessity in

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plaintiffs due to legal necessity and this was evident from the details of the debts given in the sale-deed itself, which demonstrated that the debts made by the plaintiffs was not justified.

5. On the basis of pleadings and evidence placed on record by the parties, the trial Court dismissed the suit holding that the plaintiffs had failed to show that the aforesaid sale-deed had been executed by reason Defendant No.1) without legal necessity. The trial Court placed reliance on the contents of the sale-deed itself to hold that there were circumstances and that the sale of the land had become necessary to repay such debts and to remove the encumbrances. It was held, that after the death of her husband, the matter of the plaintiffs was limited to executing the said sale-deed in order to repay the debts on the land as their source of income.

6. Aggrieved by the dismissal of the suit by the trial Court, the respondents Nos.1 to 4 filed Regular Civil Appeal No. 5 of 2004 before the Court of District Judge, Achalpur (appellate Court). By its impugned judgment and order dated 28.10.2005, the appellate Court partly allowed the appeal and decreed the suit in favour of the respondents Nos.1 to 4 holding that they were entitled to recover the said property in the shares of their respective shares from the appellant. The appellate Court held that the appellant had failed to discharge the onus of proving legal necessity in

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the present case and that reliance only on the contents of the sale deed to prove the same was not justified. It was also held that it was imperative for the member of the plaintiff to have sought permission from the Court under Section 92 of the aforesaid Act before executing the sale deed and that the suit was barred by limitation only in respect of the original plaintiff No.1 and defendant No.2.

Approved by the said judgment and order, the Appellant filed the present appeal. On 25.02.2023, this appeal was admitted on the following Specialized Questions of Law.

- (1) Whether the transaction in this case fits by provisions of Section 8 and Section 92 of Hindu Marriage and Guardianship Act?
- (2) Whether there was any remedy for the plaintiff as later provided for writing authentication?

Shri G.R. Suresh, learned Counsel appearing on behalf of the appellant submitted that the Court below had committed a grave error in holding that Section 92 of the aforesaid Act was applicable in the present case and that as special guardian, the member of the original plaintiff sought permission of the Court before executing the aforesaid sale deed in favour of the respondent. It was submitted that a proper reading of Sections 8, 9 and 12 of the aforesaid Act demonstrates that prohibition and restriction of interest of minors was concerned, the matter was not

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required to seek permission from the Court. It was further submitted that when the husband had expired and she was the only responsible person left with the responsibility of taking care of the children and the property left behind, she could act as "Karta" and dispose of the property for legal necessity. According to the learned Counsel, the evidence and material on record demonstrated that such legal necessity was true and that the Court below erred in holding against the appellants. It was contended that the suit filed by the original plaintiffs only for permission in the absence of seeking a specific declaration for cancellation of habitation, was not maintainable which the appellate Court found to be erroneous. The learned Counsel placed reliance on the judgments of the Hon'ble Supreme Court in the case of Sri Ramana Bai and others v. Sri Ram Bai and others reported in 1908 (31 SCC 54) and Shri Ram Bai and others v. Sri Ram Bai and others reported in 1909 (32 SCC 114) and the judgments of this Court in the case of Sandhya Devi Attimakkur and others v. State of Maharashtra reported in 2009 (313 J.J. 110) Shri Ram Bai and others v. Sri Ram Bai and others reported in 2007 (323 J.J. 110) and Shri Ram Bai and others v. Sri Ram Bai and others reported in 2007 (41 M.B.L.J. 40).

2. Per contra, Sri. Sachin Desai, learned Counsel appearing for the respondents, submitted that the appellants were not entitled to the relief sought by them.

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reported in 2012 AIR 3002, 3021 (Supreme Court of India) MC v. Suk
Gandhara Sugar Mills reported in AIR 1980 SC 274, G. Anandji
Pillai v. District Revenue Officer and others reported in 1984 AIR 302
402 v. State of Maharashtra v. Francis Jeejeebhoy Kwasturji reported in
AIR 2000 SC 1188.

13. The principal question that has arisen in this case is whether the members of the original plaintiff could have executed the aforesaid sale deed dated 26.03.1974 in respect of the suit property without seeking permission of the Court as contemplated under Section 6(D) of the aforesaid Act. The appellate Court has allowed the appeal allowed by the trial Court in the present case and it has partly granted relief in favour of the original plaintiff (respondent No. 1 to 4) based on the basis that it was imperative for such members to have obtained permission of the Court under the said provision, as they were their natural guardian. It is an admitted position that the father of the original plaintiff had died in 1968 and that their mother was the only responsible adult member in the family. A reading of Sections 6, 7 and 12 of the aforesaid Act is necessary to appreciate whether the members of the original plaintiff were mandatorily required to take permission of the Court before executing the aforesaid sale deed in favour of the appellants, as the original plaintiff were minors and they had a share in the property.



71. Section 8 of the said Act specifies as to who can be the natural guardian of a Hindu minor. The opening words state that such natural guardian of a Hindu minor shall be in respect of the property of the minor, excluding his or her undivided interest in joint family property. Thus, it is amply clear that when undivided interest of a Hindu minor in joint family property is concerned, there cannot be a natural guardian under Section 8. Section 9 of the Act pertains to the manner in which a natural guardian of a Hindu minor is to act. Section 12 of the said Act deals with the powers of the natural guardian in this context. While considering a similar question as to the necessity of seeking permission under Section 9 of the said Act before alienating property in which a Hindu minor has undivided interest, in the case of Shri Anant Lal and others v. Shrihar Jagan and others (1991), the Hon'ble Supreme Court has read sections 8, 9 and 12 conjointly and held that once there need be no natural guardian for a Hindu minor's undivided interest in joint family property, permission of the Court under Section 9 for disposing of the undivided interest is not required. The relevant portion of the said judgment reads as follows:-

72. Section 8 of the Act lays also provides that the natural guardian of a Hindu minor, in respect of the minor's person as well as in respect of the minor's property (including his or her undivided interest in joint family property) are - (a) in the case of a boy or an unmarried girl - the father, and after him, the mother; provided that the custody of a minor who has not completed the age of five years shall ordinarily be with the mother. Section 9 thereof inter alia provides that the natural guardian of a Hindu minor has power, subject to the provisions of this section, to do all acts which are necessary or

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reasonable and proper for the benefit of the estate or for the maintenance, protection or benefit of the minor's estate; and the guardian can in no case bind the minor by a personal covenant. Furthermore the natural guardian shall not, without the previous permission of the court, mortgage or charge, or transfer by sale, gift, exchange or otherwise, any part of the immovable property of the minor or lease any part of such property for a term exceeding five years or for a term exceeding more than one year beyond the date on which the minor will attain majority. Any disposal of immovable property by a natural guardian, in contravention of sub-section (1) or sub-section (2), is voidable at the instance of the minor or any person claiming on behalf of the minor. Section 12 provides that where a minor has an undivided interest in the joint family property and the property is under the management of an adult member of the family, no guardian shall be appointed for the minor in respect of such undivided interest: Provided that nothing in this section shall be deemed to affect the jurisdiction of a High Court to appoint a guardian in respect of such interest.

8. With regard to the undivided interest of the Hindu minor in joint family property, the provisions aforesaid apply on behalf of the same string and need to be viewed in a single glimse, simultaneously in conjunction with subsection 1, proviso, and in particular Section 6, cannot be viewed in isolation. If read together the intent of the legislature in this beneficial legislation becomes manifest. Ordinarily the law does not envisage a natural guardian of the undivided interest of a Hindu minor in joint family property. The natural guardian of the property of a Hindu minor, under this the undivided interest in joint family property, is more contemplated under Section 8, whereas under his powers and duties are defined. Section 12 comes out as an exception to the rule that should there be no adult member of the joint family in management of the joint family property, in which the minor has an undivided interest, a guardian may be appointed, but ordinarily no guardian shall be appointed for such undivided interest of the minor. The whole welfare of the family in the management of the joint Hindu family property may be a male or a female, her whereabouts the law. The power of the High Court otherwise to appoint a guardian, in situations justifying her been preserved. This is the legislative scheme on the subject. Under Section 8 a natural guardian of the property of the Hindu minor, before he disposes of any immovable property of the minor, must seek

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remoteness of the cause. But since there need be no actual transfer for the donor's undivided interest in the joint family property, as provided under Sections 5 and 12 of the Act, the exclusive jurisdiction of the court under Section 8 in disposing of the undivided interest of the donor in the joint family property is not affected. The joint Hindu family by itself is a legal entity capable of acting through its karta and other other members of the family in management of the joint Hindu family property. Thus Section 8 in view of the express terms of Sections 5 and 12, would not be applicable where a joint Hindu family property is undivided and if the karta acting as undivided interest of the donor in the joint Hindu family property. The question posed in the matter therefore is answered.

11. The position of law has been followed by this Court in the case of Dr. J. S. Ramesh Babu and others, v. State of Maharashtra, Mumbai (supra) has been held as follows:

Under Section 8 of the Hindu Minority and Guardianship Act, 1956, the father and after him the mother is natural guardian of Hindu minor in respect of his or her person as well as in respect of the minor's property. The undivided interest of the donor in joint family property has been specifically excluded by this Section.

Section 8 of the Hindu Minority and Guardianship Act, 1956 provides natural guardian of Hindu minor in respect of his or her person as well as in respect of the minor's property of the minor without previous permission of the Court. This restriction on the natural guardian in relation to the property of the minor applies only to the separate or distinct property of the minor. It does not include the donor's undivided share in the joint family property. As under Section 8, there cannot be a natural guardian in respect of such property which is specifically excluded.

12. In the present case, it is an admitted position that the original

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plaintiffs had only an undivided interest in the joint family property, which was subject matter of abetment sale deed dated 20.03.1974 executed by their mother in favour of the appellants. Therefore, applying the principle of law as laid down by the Madhya Pradesh Court in the above quoted judgment of *Sri. Nagesh Lal and others v. Shri. Jai Lal and others*, supra and followed by this Court in the case of *Santhia Jodai Jansankar and others v. State of Madhya Pradesh*, it is evident that the mother of the original plaintiffs was not required to take permission of the Court under Section 8(2) of the abetment Act before executing the sale deed in favour of the appellants. The appellate Court is the authority of judgment and order, thus, committed an error in holding that it was imperative for the mother of the original plaintiffs to have obtained permission of the Court before executing the abetment sale deed. The judgment of the Madhya Pradesh Court in the case of *Jagji Lal, Jankar, Singh and others (appellants) v. State of Madhya Pradesh* (respondent No.1) is distinguishable, because in that case the Court certified that the share of daughters after the death of their father had become definite and it had been so recorded in the mutation register. In the present case, the Court is concerned exclusively with the share of the minor original plaintiffs and, therefore, Section 8 is clearly not applicable as laid down by the Madhya Pradesh Court in the case of *Sri. Nagesh Lal and others v. Shri. Jai Lal and others*, supra. Accordingly, the first question of law, on which this appeal was admitted, is answered in

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... of the appellants and against respondents Nos 1 to 4.

21. The second question pertains to whether it was necessary for the original plaintiffs to have prayed for setting aside of the sale-deed of 20th 1971 executed by their mother while seeking possession of the suit property. In the present case, the original plaintiffs have contended that they were entitled when the aforesaid sale-deed was executed by their mother and that upon reaching majority, they were entitled to possession of the suit property as their mother could not have executed the aforesaid sale-deed. The Hon'ble Supreme Court in the case of Shyamprasad J. Dattatraya Chaudhary and others against Central Bank Ltd when it comes to the alienation of property by a guardian was not unanimous. Each opinion is valuable upon the facts and circumstances. In such a situation, the court upon setting aside of such alienation and then seek possession of the suit property. It was held that in the absence of a prayer for setting aside alienation a suit seeking possession would not be maintainable. The aforesaid case was concerned with alienation of immovable under Section 8 of the aforesaid Act and it was held that in the absence of such possession when a sale-deed was executed, it was possible in the absence of prayer and that in such a situation a prayer for setting aside of the sale-deed was necessary.

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15. In the case of Prati Bhandi, Shambhu, a. Jhambhikar, Ganesha Kulkarni and others against, this Court has placed reliance on the dissenting judgment of the Hon'ble Supreme Court in the case of Pratishtha a. Anandji Gaudar and others against and the practice of law has been followed to the effect that when the sale deed was voidable at the instance of a vendor, a prayer for setting aside the sale deed was necessary.

16. The learned Counsel appearing on behalf of respondent Nos.1 to 4 has relied upon the judgments of the Hon'ble Supreme Court in the case of G. Anandji Patil, a. District Revenue Officer and others against and State of Maharashtra, a. Prachi Anandji Kulkarni against to contend that there was no need to seek a declaration for setting aside of the sale deed in the present case and this was irregular for procedural non-compliance. In the present case, since respondent Nos.1 to 4 were attaining majority, approached the Court to pray for the direction to set aside deed dated 28.02.2021 was not executed properly in the eyes of law by their mother without seeking permission of the Court. It was not voidable at their instance. In such a situation, unless the respondent Nos.1 to 4 prayed for setting aside of the aforesaid sale deed, they could not have sought a decree for possession. Hence, the second substantive question of law framed by this Court is also answered in favour of the applicant and against respondent Nos.1 to 4.

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17. There were arguments addressed by the Council in respect of legal necessity as well as whether the mother of respondent No.1 to 4 could act as "Karta" in the present case. On the question of whether a mother can act as "Karta", it would not be necessary to discuss the said issue because, as held in the case of Dr. Sarwan, Bai and others v. Sridhar Srinivas and others, [1962] 111 ICR 101 (SC). In respect of undivided share of a minor in joint family property, there need be no natural guardian. Consequently no permission under Section 8 would be required while a competent adult person acts in charge of such property. On a combined reading of Sections 5, 6 and 12 of the aforesaid Act, it becomes clear that such permission was not required and an adult person in management of the joint Hindu family property could administer said property for legal necessities. Therefore, it would not be necessary to discuss the contention raised on behalf of respondent No.1 to 4 that as the law then stood, their mother could not have acted as "Karta" because she was not qualified to be a co. partner in the joint Hindu family.

18. As regards the question of legal necessity, in the present case, the appellate Court has referred to the details of circumstances and debts referred to the consideration sheet. Various amounts stated in the said sheet have been mentioned but, the appellate Court has come to the conclusion that the amount of debts and the amount shown as consideration did not match up and thus, therefore, there was lack of sufficient material to show legal

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necessity. But, a proper reading of the recitals in the sale-deed shows that the details of the debts with bank up and total are mentioned in the sale-deed and the amount of consideration was paid by the appellant in satisfaction of such debts. The appellant has also testified about the same in his oral evidence and he has also stated in respect of receipts showing receipt of private loans. In this situation, apart from the detailed recitals in the sale-deed, there was oral evidence also given by the appellant regarding legal necessity and the burden had been discharged by him. In this regard, reliance placed on behalf of the appellant on the judgment of this Court in the case of Shri Ramchandra Shikhar Shinde & others v. Anant Ganes Prasad Shinde & others is a correct view. It is held that recitals of the sale-deed are significant when they indicate the legal necessity for execution of the document and sale of the property. In the present case, the sale-deed was executed on 30.03.1974 and the suit was filed by respondents Nos. 1 and 4 on 14.12.2002. In such a situation, the burden on the appellant to demonstrate legal necessity stood sufficiently satisfied by the recitals in the sale-deed, coupled with documentary evidence in the form of receipts and repayment of private loans placed on record, which was corroborated by the oral evidence of the appellant. Therefore, the appellate Court has clearly erred on this aspect also.

19. As regards arguments advanced by the learned Counsel for the

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POWER OF ATTORNEY
(PARTIES IN BLOOD RELATION)

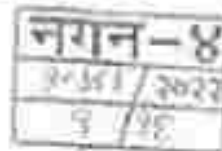
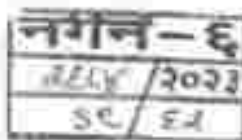
THIS POWER OF ATTORNEY is made and executed on this 20th day of December, 2023, at Nagpur, MV -

I, **SHRI. SUNIL S/O LALCHAND PANJWANI**, (PAN AETHP1349M), Aged 60 Years, Occupation - Business, Adhar UID No. 5900 3034 6629, R/o Sang Funglaw, Plot No. 216, Opp Of Abhya Mandir, Near Kamalshree Apartment, Dhantoli, Nagpur - 440012, hereinafter called the **VENDOR/EXECUTANT**, which expression shall unless purport to the contrary or indicating thereof always mean and include the said VENDOR, its respective legal heirs, successors, executors, administrators, and assigns, of lawful combine, constitute and appear by either father - **SHRI. ANHOK S/O LALCHAND PANJWANI**, (PAN No. AIGPP1352J), Aged 60 Years, Occupation - Business, Adhar UID No. 9588 3253 8415, Mob No. 9960134000, R/o Sang Funglaw, Plot No. 216, Opp Of Abhya Mandir, Near Kamalshree Apartment, Dhantoli, Nagpur - 440012, as my true and lawful Attorney in my name and on my behalf. This power of attorney is in respect of the following Property given in the schedule only.

SCHEDULE OF PROPERTY

1/3rd undivided share in ALL THAT Piece and Parcel of land bearing Nand Plot No. 242/2, dimensions 419.27 Sq. Mtrs (9513.00 Sq. Ft), together with a R.C.C. structure standing thereon measuring 313.870 Sq. Mtrs (5400 Sq. Feet), bearing Municipal Corporation House No. 321/048, situated in Tikkar Road, Dhantoli, Ward No. 4, Circle No. 39A/27, City Survey No. 240, Nagpur, Taluk and District Nagpur, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust and bounded as under:-

ON THE EAST	- House of Shri. Narayan Kumbhar,
ON THE WEST	- Main Road
ON THE NORTH	- Tikkar Road
ON THE SOUTH	- Conservancy Lane.



1. To sign and execute necessary agreement/s of sale, sub sale agreement of Lease, all types of agreement/s and any other relevant agreement/s, in respect of above mentioned Property on my behalf in favour of the prospective buyers or with any body and to present and get it registered such documents. If required before the concerned Sub-Registrar and admit the contents and execution of the same on my behalf, before the Registration Authority and to do all necessary acts, deeds and things for completion of the execution and registration of the said documents as per prevailing Provisions of Law then being in force

2. To sign and execute sale deed/s, transfer deed/s, gift deed/s, lease deed/s, relinquishment deed/s with regards to my share and execution deed/s and all types of deeds and document/s in favour of any person or prospective purchaser/s or their nominee or in the name/s of Power of Attorney Holder/s relating to above mentioned Property and admit the contents and execution of the same and to get such deeds, registered in accordance with the law then being in force.

3. To deliver the actual physical possession of the above mentioned Property to such purchaser/s or related person/s on execution or registration of all deed/s or agreement/s or if deems fit in the opinion of my above said Attorney.

4. To sign and execute indemnity bonds, various Forms, applications and also to meet affidavits required to be submitted to the relevant competent authority, for seeking my sanction and necessary permission to such measurement Map and plans and for completing other necessary formalities in respect of the above said purpose or any other purpose.

5. To deposit amount in the courts, government and semi government departments and offices and in the offices of concerned competent authorities.

6. To obtain refund of amount deposited in any court, government and/or semi government departments and offices and to pass valid receipts and discharge for the same. To receive compensation from the concerned Land Acquisition Officer, if it is acquired by any reason.

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7. To, do all things necessary to complete the aforesaid transaction of sale or transfer relating to the aforesaid property and to observe and perform all the obligations on my part in accordance with the agreement/s to be made by me with any prospective purchaser/s or any other related person/s or with Power of Attorney Holder/s.

8. To, appear, advocate, pleader, submit and to sign vakalatnams, plaints, written statement, application, reply, memo of appeal, civil suit, complaint, objection, writ petition, any compromise and to adduce evidence before any Civil and Criminal Court, High Court, Tribunal Revenue Court, Collector, Land Acquisition Officer, Tahsil Office, Town Planning Department and Government and Semi Government any concerning competent authorities, appear and plead in way of filing the necessary applications, documents, pleading or affidavit and also to adduce evidence, as may be required, in the government or semi government offices and departments, revenue authorities, collector or any competent authority and court of law, etc. in respect of the aforesaid Property.

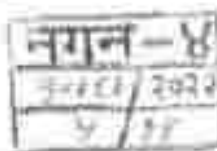
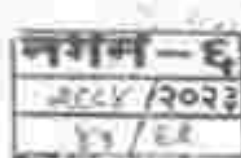
9. Generally, to act as my attorney or agent in relation to the matters aforesaid and all other matters connected therewith and on my behalf to execute and to do all acts, deeds and things as fully and effectually in all respects as I myself would do, if we personally present.

I do hereby declare that I shall not withdraw, cancel or revoke this General Power of Attorney until the matters aforesaid, are fully completed and duly complied with in all respects. Till such time, this Power of Attorney shall remain irrevocable.

AND we hereby read, confirm and agree to confirm with full understanding, whatsoever my said Attorney shall do or purport to do by virtue of this General Power of Attorney.

IN WITNESS WHEREOF, we the executants on being explained, all contents thereof and upon fully understanding the same has put hands and signed this General Power of Attorney and also my power of attorney holder have admitted and signed the same in presence of the attending witnesses on the day, month and year mentioned hereinafter.

DRAFTED BY:- Adv Arjun K. Sawarkar, Dhule, Nagpur, as per the instructions and documents provided by the parties.





Sunil Lalchand
SUNIL LALCHAND PANJWANI
THE EXECUTANT



Ashok Lalchand
ASHOK LALCHAND PANJWANI
ADMITED BY



WITNESSES :



1) 
WITNESS



2) 
WITNESS



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नमन-४
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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಜನರ ಸೇವೆ ಮತ್ತು ಸಂಪನ್ಮೂಲ ಸಚಿವಾಲಯ

ನಗರಗಳ ಪತ್ರ

ನಗರ: ಬೆಂಗಳೂರು		ನಗರ ಪಂಚಾಯತ್: ಬೆಂಗಳೂರು ನಗರ ಪಂಚಾಯತ್		ತಾಲ್ಲೂಕು: ಬೆಂಗಳೂರು
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ನಗರ ಪಂಚಾಯತ್: ಬೆಂಗಳೂರು ನಗರ ಪಂಚಾಯತ್, ಬೆಂಗಳೂರು, ಕರ್ನಾಟಕ.

ನಗರ ಪಂಚಾಯತ್: ಬೆಂಗಳೂರು ನಗರ ಪಂಚಾಯತ್, ಬೆಂಗಳೂರು, ಕರ್ನಾಟಕ.

ನಗರ ಪಂಚಾಯತ್: ಬೆಂಗಳೂರು ನಗರ ಪಂಚಾಯತ್, ಬೆಂಗಳೂರು, ಕರ್ನಾಟಕ.

ಕ್ರ. ಸಂ.	ವಿವರ	ನಗರ ಪಂಚಾಯತ್	ನಗರ ಪಂಚಾಯತ್
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ಇಲ್ಲಿ ನಗರ ಪಂಚಾಯತ್, ಬೆಂಗಳೂರು ನಗರ ಪಂಚಾಯತ್, ಬೆಂಗಳೂರು, ಕರ್ನಾಟಕ.

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 2023/2023
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ನಗರ-8
 2023/2023
 6/15



PERMANENT ACCOUNT NUMBER
AEGPP1352J



THE NAME
ASHOK LALCHAND PANJWANI

THE NAME OF FATHER/NEE
LALCHAND PARASRAM PANJWANI

THE BIRTH DATE OF BIRTH
15-11-1955

STRICT SIGNATURE

COMMISSIONER OF ECONOMIC DEVELOPMENT

PERMANENT ACCOUNT NUMBER
AEGPP1352K



THE NAME
SUNIL LALCHAND PANJWANI

THE NAME OF FATHER/NEE
LALCHAND PARASRAM PANJWANI

THE BIRTH DATE OF BIRTH
16-05-1983

STRICT SIGNATURE

COMMISSIONER OF ECONOMIC DEVELOPMENT

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 Police Officer ID Card
 Name: [Redacted]
 ID No: [Redacted]
 9888 2233 6415

जायत - सहायक संचालक अधिकारी

[Handwritten Signature]


 Police Officer ID Card
 Name: [Redacted]
 ID No: [Redacted]
 2021 7855 8424

जायत - सहायक संचालक अधिकारी

[Handwritten Signature]


 Police Officer ID Card
 Name: [Redacted]
 ID No: [Redacted]
 3000 2394 6829

जायत - सहायक संचालक अधिकारी

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संयुक्त नगरपालिका, काठमाडौं
सुदूरपश्चिम प्रदेश

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सुदूरपश्चिम प्रदेश

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संयुक्त नगरपालिका, काठमाडौं
सुदूरपश्चिम प्रदेश

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सुदूरपश्चिम प्रदेश

को. ३३३ काठमाडौं-१०१
 ३३३ काठमाडौं-१०१
 ३३३ काठमाडौं-१०१
 ३३३ काठमाडौं-१०१

नगर-६
 ३३३/२०२३
 १२/१२



संयुक्त नगरपालिका, काठमाडौं
सुदूरपश्चिम प्रदेश

को. ३३३ काठमाडौं-१०१
 ३३३ काठमाडौं-१०१
 ३३३ काठमाडौं-१०१
 ३३३ काठमाडौं-१०१

को. ३३३ काठमाडौं-१०१
 ३३३ काठमाडौं-१०१
 ३३३ काठमाडौं-१०१
 ३३३ काठमाडौं-१०१

सुदूरपश्चिम प्रदेश

को. ३३३ काठमाडौं-१०१
 ३३३ काठमाडौं-१०१
 ३३३ काठमाडौं-१०१
 ३३३ काठमाडौं-१०१

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