

1886 ✓



Handwritten text in Telugu script: *ఉత్తర భాగం (1/3 వంతు), మిగిలిన 2/3 వంతులు కలిపి*
 K.M.D. 24.5.65

SALE DEED.

Sale Deed executed at Secunderabad on this the Twenty-eighth day of May, 1965, by M/s Barman Brothers, a firm registered under the Partnership Act, represented by its Partners (1) Somnath Barman, son of Shambhunath Hindu, aged 60 years, (2) Veerendranath Barman, son of Somanath, Hindu, aged 33 years, and (3) Surendranath Barman, son of Somanath, Hindu, aged 30 years, carrying on business in Gunfoundry, Hyderabad, hereinafter called the " VENDORS", which term shall mean and include, whenever the context may so require their successors in interest, in favour of Pravinchandra M. Modi, son of Manilal, Hindu, aged 28 years, Partner, Indian Iron & Steel Corporation, Rashtrapathy Road, Secunderabad, hereinafter called the " PURCHASER", which term shall mean and include whenever the context may so require, his heirs, executors, administrators, and assigns witnesseth as follows:-

- 1) S. Barman
- 2) Veerendra Nath Barman
- 3) Surendranath



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 ॐ श्री गणेशाय नमः ॥ २०० ॥ २४-३-६५

: Page 2 :

Am

The Evacuee property known as "KARBALA MAIDAN" situate in Mahatma Gandhi Road, Secunderabad, was originally purchased by Devi Dayal Marwah and his associates (1) Bhagawandas Rochaldas (2) Jannadas Ashram (3) Bhopat Raf Tiratdas (4) Sugunlal Hassanand (5) Muralidhar Pitumal (6) Kanayalal Teekchand (7) Balachand Issardas (8) Nirmala Bai Gulabchand (9) Goverdhana Das Bhagavandas (10) Phumal alias Bhagavandas Jaindani (11) Nirmal Kumar (12) Subhas Kumar (13) Prakash Kumar (14) Smt. Jogindravathi (15) Savithri Devi and (16) Pramodh Kumar. The said Devi Dayal Marwah was the successful bidder in an auction held by the Regional Settlement Commissioner Bombay. The said Devi Dayal Marwah, associated the above said 16 persons in the Purchase of the property "Karbala Maidan" by getting the compensation payable to him and the 16 others, who are all displaced persons, against their verified claims, adjusted in the sale price of the said property known as Karbala Maidan. A sale Certificate was issued by the Regional Settlement Commissioner, Bombay on 21st April 1961 declaring Devi Dayal Marwah and his associates as the purchasers of

1) S. T. Ramani
 2) Veerendra Nath Barman
 3) Anandaramani



0295/110095, 11/11/1962, 24.5.62

: Page 3 :

CDM Karbala Maidan. By an agreement dated 28-11-1960 Devi Dayal Marwah agreed to sell Karbala Maidan to the Vendors herein or their nominees, on terms and conditions mentioned in the said agreement. After the said agreement and on the request of Devi Dayal Marwah, the amounts of the claims payable to each of the said associates was paid to the said associates by the Vendors herein out of the advance payable to the said Devi Dayal Marwah by the Vendors for the purchase of Karbala Maidan. After receipt of the above said amounts from the Vendors herein, the said 16 persons agreed to sell the said property known as Karbala Maidan to any person nominated by Devi Dayal Marwah. The said 16 persons also executed irrevocable power of Attorney authorising their agents to execute and register sale deeds in favour of Devi Dayal or the nominees of Devi Dayal Marwah. The said Devi Dayal Marwah also created an equitable mortgage of the entire Karbala Maidan, in favour of the Vendors for Rs. 95,320.50 found due by them to the Vendors herein as per settlement of account made on 31.5.1962.

- 1) *S. D. M. S.*
- 2) *Veerendra Nath Barman*
- 3) *Sunderam*



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:Page 4 :

As per the nominations made by the Vendors herein, the said Devi Dayal Marwah, and the power of Attorney Agents of his associates namely P.K. Sehgal and B.N. Kochar, executed and got registered sale deeds in favour of the nominees of the Vendors herein, conveying portions of Karbala Maidan to the said nominees by separate sale deeds.

In Pursuance of the agreement executed by Devi Dayal Marwah in their favour the Vendors herein called upon Devi Dayal Marwah to convey the portion of Karbala Maidan admeasuring 4042 square yards in their favour at Rs. 20/- per square yard as per the terms of the agreement dated 28-11-1960 and the said Devi Dayal Marwah consented to the same. By virtue of the order of the High Court of Andhra Pradesh passed in C.M.P. No. 373/1961 in C.M.A.No. 373 of 1961 the Vendors had to deposit Rs. 50,000/- or reserve 3000 sq. yards to answer the claim of G. Moosal Reddy and others against Devi Dayal Marwah. The Vendors herein undertook the said liability to make a deposit of Rs. 50,000/- as and when the plot covered by the sale deed was sold to others and agreed



0090 (11/10/63) ... 24.5.63

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to indemnify Devi Dayal Marwah and his associates. A sale Deed was accordingly drawn up on 30-3-1963. The General Power of Attorney Agents of the 16 associates of Devi Dayal Marwah executed the said sale deed in favour of the Vendors on 9th April 1963 but the said Devi Dayal Marwah evaded execution of the sale deed and promised to do so after consulting his lawyer but ultimately evaded executing the sale deed. But the sale deed was partially registered in the office of the Sub Registrar, Secunderabad, as document No. 2082 of 1963 book No. I, as regards P.K. Sahagal the General Power Attorney Agent of the associates of Devi Dayal Marwah on 31-12-1963 and again on 30-3-1964 as regards the other General Power of Attorney agent of the associates namely B.N. Kochar as document N .590 of 1964, Book No. I, vol. 69 pages 113 to 117 dated 31-3-1964. On 26-11-1963 the Vendors herein filed a suit against Devi Dayal Marwah and his associates praying for the relief of grant of specific performance of the contract dated 28-11-1960 by directing Devi Dayal Marwah to execute a sale deed in favour of the Vendors herein conveying the 13410/225000 share of Devi Dayal Marwah in the portion of land admeasuring 4042 sq. yards



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 : Page 6 :

and forming portion of the subject matter of the sale deed dated 30-3-1963 as the share of the 16 associates was conveyed to the Vendor herein by the execution of the sale deed by the associates of Devi Dayal Marwah through their General Power of Attorney Agents. The said Devi Dayal Marwah is contesting the suit which is now pending disposal as O.S.No.67 of 1964 in the Court of the III Assistant Judge, City Civil Court, Hyderabad. On 31-12-1963, the Vendors herein executed an agreement in favour of the purchaser agreeing to convey the said portion of 4042. square yards forming portion of Karbala Maidan, on the terms and conditions mentioned in the said agreement. In pursuance of the said agreement the Vendors have already conveyed a portion of the land admeasuring 2,100 square yards by a Sale Deed executed on 31-3-1965. A further agreement was executed on 25-5-65 in modification of the prior agreement by which the Vendors have agreed to convey the remaining portion of land which on actual measurement was found to be 1980 square yards, more particularly described at the foot of this document.



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Sr. Barm
 : Page 7 :

and ~~situated~~ ^{shown} in the plan annexed hereto for a sum of Rs.79,200/- (Rs. Seventy-nine thousand two hundred only). By a Deed of simple mortgage executed on 4th October 1961, the Vendors along with Gyanendranath Barman, have mortgaged their property known as "BARMAN BUILDINGS" situate in Gun-foundry, Hyderabad for a sum of Rs.1,00,000/- in favour of Raja S.V.Jagamada Rao. Out of the sale consideration for this sale deed, the Vendors have called upon the Purchaser to pay a sum of Rs.30,000/- (Rs. Thirty-thousand only) as part payment of the amount due by the Vendors to the said Raja S.V.Jagannada Rao, under the aforesaid simple mortgage registered as serial No.2795 of 1961, Volume 66 on page 125, in the office of the Registrar, Hyderabad. The Vendors have also directed the purchaser to keep in deposit a sum of Rs.1075/- to be paid to the Commercial and Industrial Finance Ltd., if so ordered by the III Additional Judge, City Civil Court, Secunderabad, in E.P.No.67/64 pending on his file. The Vendors have also called upon the Purchaser to reserve with them, a sum of Rs.40,000/- to be deposited in Court if the Vendors are called upon to do so, by the

- 1/ *Sr. Barm*
- 2/ *Veerendra Nath Barman*
- 3/ *Sundaram*



209/1110/65, 24.5.65

: Page 8 :

I, Assistant Judge, City Civil Court, Hyderabad, on the application of Devi Dayal Marwah filed by him in O.S.No.67 of 1964 or otherwise to be paid to the Vendors, if the Court does not order the deposit of the same.

KNOW ALL MEN BY THESE PRESENTS that in pursuance of the said agreement and in consideration of the sum of Rs.79,200/- (Rs.Seventy-nine thousands two hundred only) paid to the Vendors by the Purchaser in the following manner namely:

(1) A sum of Rs.5,500/- (Rs.Five thousand five hundred only) paid by Cheque No.050217 dated 20-1-1965 paid by the Purchaser to the Vendors by way of advance,

(2) A sum of Rs.30,000/- (Rs.Thirty thousand only) paid to Raja S.V.Jagamada Rao on behalf of the Vendors in partial discharge of the amount due to him under the simple mortgage registered as serial No.2795 of 1961 by Cheque No.360856 dated 28-5-1965 drawn by the Vendor in favour of Raja S.V.Jagamadha Rao;

(3) A sum of Rs.40,000/- (Rs.Forty thousands only) kept as deposit with the Purchaser to be deposited into the

1) S. Sanyal

2) Veerendra Nath Basman

3) Anandaraman



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2005 M 10 P 24-5-61

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Court of the III Assistant Judge, City Civil Court, Hyderabad, on behalf of the Vendors in O.S.No.67 of 1964, if so ordered, by the Court on the application filed by Devi Dayal Marwah, otherwise, to be paid to the Vendors as aforesaid;

(4) Rs.1075/- (Rs.One thousand seventy five only) kept as deposit to be paid to M/s The Commercial & Industrial Finance Ltd., if so ordered by the III Additional Judge, City Civil Court, Secunderabad, in E.P.No.67 of 1964; and

*3) Lakshmi
Keerendra Nath Barman*

(5) the balance of Rs.2,625/- (Rs.Two thousand, six hundred twenty five only) paid to the Vendors this day in the presence of the registering officer, receipt of which aggregate sum of Rs.79,200/- (Rs.Seventy-nine thousands two hundred only) is hereby acknowledged and full and final discharge wherefor is hereby given by the Vendors to the Purchaser, the Vendors do hereby sell, transfer and convey unto the Purchaser absolutely their

3) Amendament



Handwritten signature and date: 24-5-05

: Page 10 :

right, title and interest in the said portion of Karbala Maidan admeasuring 1980 square yards more particularly described at the foot of this document which includes their absolute rights, in the said portion conveyed to them by the associates of Devi Dayal Marwah under the Sale Deed dated 30-3-1963 and also all the rights of the Vendors under the agreement executed by Devi Dayal Marwah in their favour on 28-11-1960 including the right to obtain a decree for the 13410/2,25,000 shares of Devi Dayal Marwah in the said portion of land, in pursuance of the suit filed by them and which is now pending disposal as O.S.No.67 of 1964 on the file of the Third Assistant Judge, City Civil Court, Hyderabad . Hereafter the Vendors shall not have any right, title or interest in the said portion which shall be enjoyed by the said Purchaser absolutely without any let or hindrance from

....ll....

1) *For Barman*

2) *Keerendra Nath Barman*

3) *Barman*



Handwritten text in Hindi and English: *उस (1/2) शेयर का विक्रय करीब 200 रु. 24.5.65*

Om

: Page 11 :

the Vendors or any one claiming through them. The Vendors hereby covenant with, declare and assure the Purchasers that excepting the 13410/2,25,000 share of Devi Dayal Marwah, the Vendors have become the absolute owners of the said portion, by virtue of the sale deed dated 30-3-1963 which was partially registered as regards the execution of the sale deed by Shri B.N.Kochar and P.K.Sehgal as General Power of Attorney agents of the sixteen associates of Devi Dayal Marwah and that Devi Dayal Marwah has no right, title, or interest in the said portion except to the extent of his 13410/2,25,000 share in respect of which the Vendors have already instituted a suit for specific performance against the said Devi Dayal Marwah. It is hereby agreed between the parties that they will abide by the directions

- 1) *S. S. Barmy*
- 2) *Veerendra Nath Barman*
- 3) *Amarendra*

....12.....



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Handwritten signature/initials

: Page 12 :

of the III Assistant Judge, City Civil Court, Hyderabad, in O.S.No.67 of 1964 to be given by him on the application of Devi Dayal Marwah, and deposit the said sum of Rs.40,000/- or any portion thereof as may be ordered by the Court and if any balance is left, the same shall be paid by the Purchaser to the Vendors. The Vendors hereby further declare and assure the Purchaser, that Moosal Reddy has no claim over the said portion as all the legal proceedings instituted by him have been dismissed and the orders dismissing the proceedings have become final. The Vendors hereby further covenant with, declare and assure the Purchaser that they have not encumbered or alienated their

1) *Handwritten signature*

2) *Handwritten signature: Keerendra Nath Barman*

3) *Handwritten signature*

....13....

50Rs.



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Sec 1. M. C. 24-5-01

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right, title and interest in the said portion to any one else in any manner whatsoever. The Vendors hereby further declare and assure the Purchaser that they will abide by the terms of the agreement dated 25th May 1965 executed between the Vendors and the Purchaser. The Vendors hereby further agree to indemnify and keep indemnified at all times the Purchaser in respect of all losses, expenses and costs including court costs which the Purchaser may be put to, on account of the breach of all or any of the covenants contained herein by the Vendors

...14....

- 1) S. S. Barman
- 2) Veerendra Nath Barman
- 3) Sundermani



Purchaser's Name Purchaser's Address Purchaser's Name Purchaser's Address

۵۰ روپے کا نوٹ، ۲۴/۵/۶۱

Vendor Secretariate Ltd.

: Page 14 :

or any one of them or any one else claiming through them or on account of any other person claiming any right, title or interest in the said portion hereby conveyed to the Purchaser. The Vendors hereby further agree to sign all documents and do all acts that may become necessary to complete or defend the title of the Purchaser to the said portion. The Purchaser has been placed in possession of the said portion.

Description of the property hereby sold.

All that portion of land admeasuring 1980 square yards forming pertion of the land known as Karbala Maidan, shown in red in the

....15.....

1) S. Banerjee

2) Veerendra Nath Barman

3) Anandram



Handwritten text in Devanagari script, including a date '31-1-44' and a number '24565'.

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plan annexed hereto bounded on the

South: By land belonging to Sri Pravinchandra M. Modi, the Purchaser;

North: By land belonging to Sri Satishchandra Modi;

East: By Mahatma Gandhi Road, and footpath;

West: By Nalla;

together with all easements and appurtenances and all internal and external rights belonging to or reputed to belong to the said portion.

2) Veerendra Nath Barman

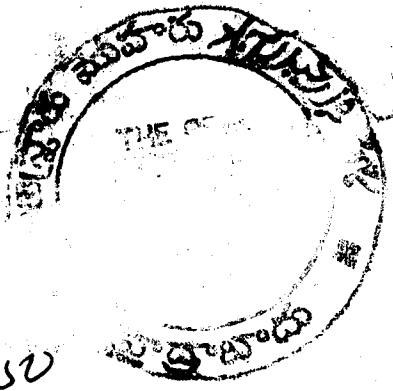
Witnesses.

- 1. V.V.L. Narasimharao
(Sri V.V.L. NARASIMHARAO)
- 2. V.N. Shah, (Sri V.N. SHAH)
23. Jinnah Compound
Secunderabad

- 1. [Signature]
 - 2. Veerendra Nath Barman
 - 3. [Signature]
- VENDORS.**

Registration No. 1686 of 1965
... 1 ...
... 16 ...
... 1st Sheet ...

K.A.
10001 Sub-Registrar



Presented in the Office of the Registrar
of Hyderabad, District and fee of Rs 2056.50
Paid Between the Hours of 3 and 4
on the 28th day of May 1965 by *Sa. Barman*

Execution Admitted By.

Sa. Barman *S/o* *Shambhu Nath*
Business for Family
H. N.

Keerendra Nath Barman *S/o* *Sannath Barman*
Business for Family

Surendranath Barman *S/o* *Sannath Barman*

Known personally to the *Sa. Barman* *Business for Family*
to (2625) two thousand six hundred twenty five rupees
were paid in of *Murari phanod Chandra*
Modi on behalf of the *et* to the executor

Handwritten signature

- 1 *Sa. Barman*
- 2 *Keerendra Nath Barman*
- 3 *Surendranath*

28th May 1965

K.A.

It Sub. Registrar.
Exercising the Powers of
Registrar of Hyderabad.

Document No 1686 1965 of

Book

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KH

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Document No. 1686 1965

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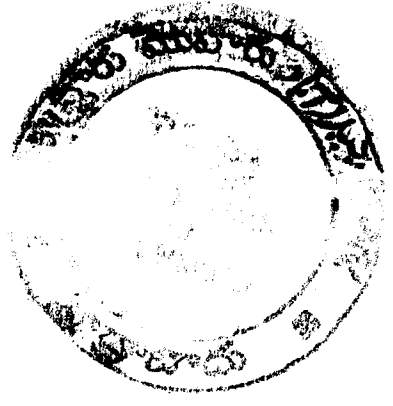
Joint Sub-Registration



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Joint Sub-Registrar



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Joint Sub-Registration



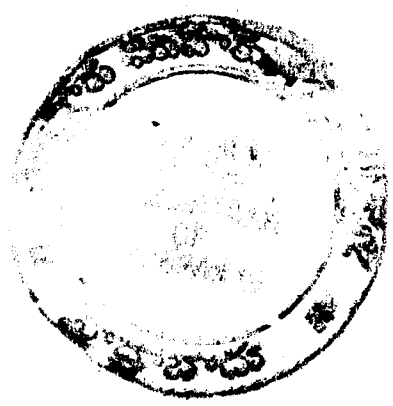
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9th Street
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JOINT SUB-RECORDS



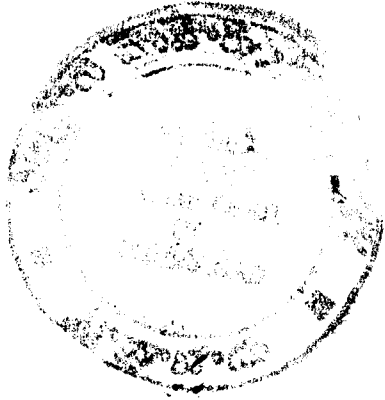
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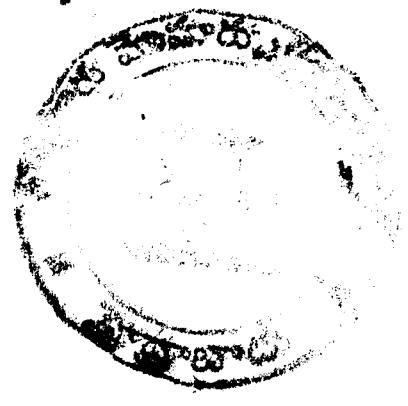
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H. J. Kelly
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JOINT SUB-REGISTRATION



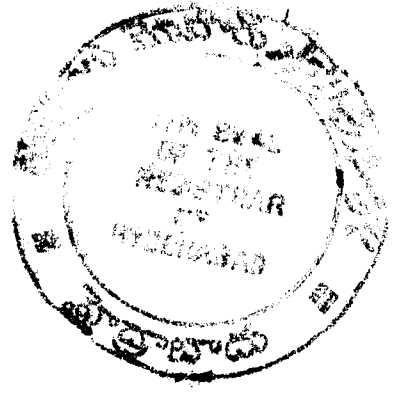
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JOHN SUB-KENNEDY



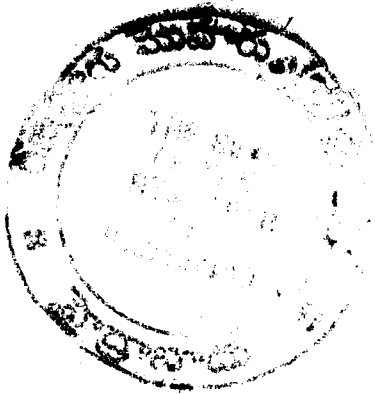
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Joint Sub-Registered



SECRET No 1686 of 1963

Book ... of ...

Contains ... 16 ... Sheets

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RM

JOINT SUB-COMMITTEE



SECRET