

692  
1500



Handwritten notes in Urdu and Hindi, including the amount '₹150/00' and '₹150/00'.

S A L E D E E D .

SALE DEED executed at Secunderabad on this the 31st day of March 1965 by M/a Barman Brothers, a firm registered under the Partnership Act, represented by its partners (1) Somnath Barman, son of Shambunath, Hindu, aged 60 years (2) Veerendranath Barman, son of Somnath, Hindu, aged 33 years and (3) Surendranath Barman son of Somnath, 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

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

contd...2/-



Handwritten notes in Urdu and English. On the left, there is a signature and some illegible text. In the center, there are two entries: '₹150/-' and 'Rs 150/00'. On the right, there is a signature and the date '13/11'.

- 2 -

successors in interest in favour of Pravinchandra  
 M. Modi, son of Manilal, Hindu, aged 28 years,  
 partner, Indian Iron & Steel Corporation, Rastra-  
 pathy 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:-

The Evacuee property known as "Karbala Maidan"  
 situate in Mahatma Gandhi Road, Secunderabad was

1. S. S. Barmans
2. Veerendra Nath Barmans
3. J. S. Barmans

contd....3/-



Handwritten notes in Urdu and English below the stamp. The English notes include "Rs 150/00 (Rs 150 + 10)".

originally purchased by Devi Dayal Marwah and his associates (1) Bhagwandas Rochaldas (2) Jannadas Asaram (3) Bhopat Rai Tiratdas (4) Sugunlal Hassanand (5) Muralidhar Ptiumal (6) Kanayalal Teeckchand (7) Balchand Issardas (8) Nirmala Bai Gulabchand (9) Govardhana das (10) Bhagwandas (11) Phumal alias Bhagwandas Jaindani (12) Nirmal Kumar (13) Subash Kumar (14) Prakash Kumar (15) Smt. Jogindrvathi (16) Savithri Devi and (17) Pramodh Kumar. The said Devidayal Marwah was the successful bidder in an auction held by the Regional Settlement Commissioner, Meerut on 19-12-1958 which bid was confirmed by the

1. S. Barmar  
2. Veerendra Nath Barmar

contd....4/2

INDIA NON JUDICIAL

₹१५० रु.

RS. 150

भारत

एक सौ पचास रुपया ONE HUNDRED &amp; FIFTY RUPEES

Handwritten notes in Urdu and English:

Rs. 150/00 (Rs. 150/00) 4-11-60

4-11-60

Handwritten signature/initials

- 4 -

Regional Settlement Commissioner, Bombay. The said Devidayal Marwah, associated the abovesaid 17 persons in the purchase of the property "Karbala Maidan" by getting the compensation payable to him and the 17 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 Dayam Marwah and his associates as the purchasers of Karbala Maidan. By an agreement dated 28-11-1960

1. S. B. Bannar
2. Vaerendra Nath Bannar
3. J. S. Bannar

contd....5/-



Handwritten notes in Urdu and Hindi are present below the stamp. The notes include the amount 'Rs 150/00' and 'Rs 150/00' written twice, along with other illegible text. A signature is also visible on the left side of the notes.

- 5 -

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 15/11/1914 the said agreement and on the request of Devidayal 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 Devidayal Marwah by the Vendors, for the purchase of Karbala Maidan. After receipt of the abovesaid amounts from the Vendors herein, the said 17 persons agreed to sell the said property known as

1. S. B. Bannu
2. Veerendra Nath Bannan
3. J. B. Bannan

contd.....6/-



Handwritten notes in Urdu and Hindi, including dates like '15/5/62' and '17/5/62', and signatures.

- 6 -

Karbala Maidan to any person nominated by Devi Dayal Marwah. The said 17 persons also executed irrevocable powers 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. ...
2. Veerendra Nath Bannan



Handwritten notes in Urdu and Hindi, including 'Rs 150/100', 'Rs 150/100', and '4/19'. There are also signatures and dates.

As per the nominations made by the Vendors herein, the said Devidayal 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 Devidayal Marwah in their favour the Vendors herein called upon Devidayal Marwah to convey the portion of

1. S. Barman
2. Veerendra Nath Barman
3. ...

contd.....8/-

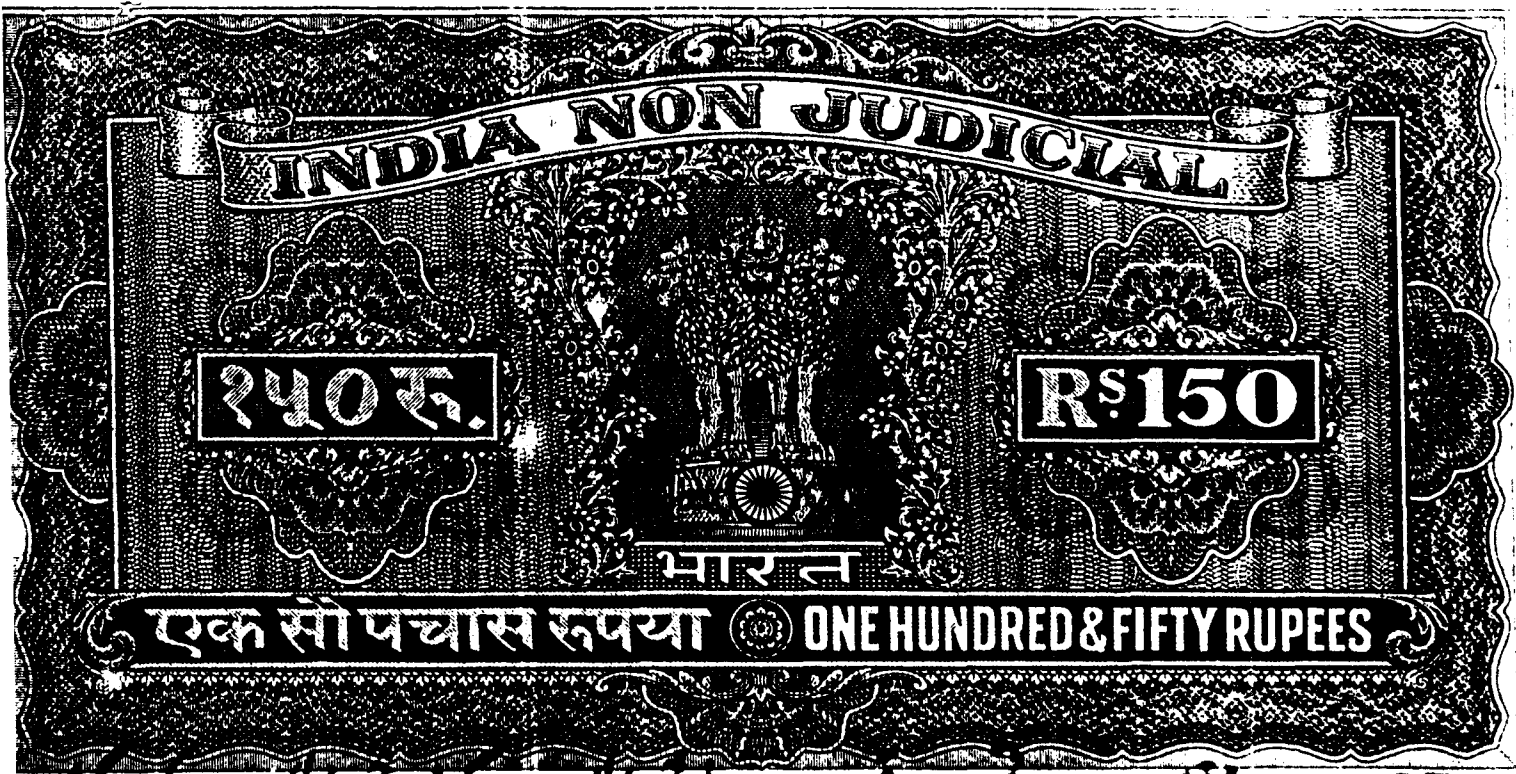


Handwritten notes in Urdu/Hindi script, including a signature and the number '41970'. A central stamp number '2407' is visible on the left side of the stamp area.

Karbala Maidan admeasuring 4042 Sq. Yds. in their favour at Rs. 20/- per Sq. Yd. as per the terms of the agreement dated 28-11-1960 and the said Devidayal 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. Moosai Reddy and others against Devidayal Marwah. The Vendors herein under took the said liability and to make a deposit of Rs. 50,000/- as

1. S. B. Berman
2. Veerendra Nath Berman
3. S. B. Berman





Handwritten notes in Urdu and English below the stamp:

1. ...  
 2. ...  
 3. ...  
 Rs 150/00 (Rs 150/00)  
 - 9 -  
 ...  
 ...  
 ...

and when the plot covered by the sale deed was sold to others and agreed to indemnify Devidayal Marwah and his associates. A sale deed was accordingly drawn up on 30-3-1963. The General Power of Attorney Agents of the 17 associates of Devidayal Marwah executed the said sale deed in favour of the Vendors on 9th April 1963 but the said Devidayal 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

1. ...
2. Veerendra Nath Barman
3. ...



Handwritten notes in Urdu and Hindi, including 'R\$150', 'R\$150/100/11', and '11/11/70'. There is also a signature and some illegible text.

of the Sub-Registrar, Secunderabad as document No.2082 of 1963 Book No. 1 as regards P.N. Sahgal, the General Power of 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 associatees namely B.N. Kochar as document No. 590 of 1964 book No. 1 Vol. 69 Pages 113 to 117 dated 31-3-1964. On 26-11-1963 the Vendors herein filed a suit against Devidayal Marwah and his associates praying for the relief of grant specific performance of the contract dated 20-11-1960 by directing Devi Dayal Marwah to

1. ...
2. Venendra Nath ...
3. ...



Handwritten notes in Urdu/Hindi script, including a signature and the number '11'.

execute a sale deed in favour of the Vendors herein conveying the 13410/2,25,000 share of Devi Dayal Marwah in the portion of land admeasuring 4042 Sq.Yds. and forming portion of the land known as Korbala Maidan, forming the subject matter of the sale deed dated 30-3-1963 as the share of the 17 associates was conveyed to the Vendor herein by the execution of the sale deed by the associates of Devi Dayal through their General Power of Attorney agents. The said Devidayal Marwah is contesting the suit which is now pending disposal as C.S.No. 67 of 1964 in the

1. Sri Barman
2. Kerendra Nath Barman
3. ...

contd....12/-



Handwritten notes in Urdu and Hindi. The Urdu text includes 'میں نے اس پر دستخط کیا' (I signed on this), 'ہیڈ کوارٹر سٹی سول کورٹ' (Headquarters City Civil Court), 'ہیدرآباد' (Hyderabad), '31-12-1963', 'Rs 15000', 'Rs 150000', '11/12/63', '11/12/63', '11/12/63'. The Hindi text includes 'مہالت یافتہ عدالت کی طرف سے' (On behalf of the court) and 'دستخط' (Signature).

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, the said  
 portion of 4042 Sq. yards forming portion of Koroala  
 Maidan, on terms and conditions, mentioned in the said  
 agreement. In pursuance of the said agreement, the  
 Vendors are now conveying a portion of the land  
 admeasuring 2,100 square yards more particularly  
 described at the foot of this document and herein-  
 after called the said land for a sum of Rs.84,000/-  
 (Rupee eighty four thousands only). M/s The Commercial

1. S. Narayan
2. Veerendra Nath Barman



Handwritten notes in Urdu and English. The Urdu text includes 'مالتی ایجنسی دیوانی بلا' and 'دو سو تالی سو روپے'. The English text includes 'R/150/009420' and '4150/100'. There is also a signature and the number '- 10 -'.

and Industrial Finance Limited, 5-2-299 Gunfoundry,  
Hyderabad have attached the portion of Karbala Maidan  
belonging to the Vendors in execution of a decree obtained  
against the Vendors in E.P.No. 67 of 1984 on the file  
of the III Additional Judge, City Civil Court, Secunderabad.  
The Vendors herein have filed an application under Section  
151 C.P.C. and obtained permission to alienate the portion  
of Karbala Maidan belonging to them by private sale. The  
purchaser has agreed to deposit the sum of Rs. 62,475/-  
(Rupees Sixty-two thousand four hundred seventy five only)  
towards the decretal amount in E.P. 67 of 1984.

1. In Charge
2. Veerendra Moha Bannari
3. [Signature]



Handwritten notes in Urdu/Hindi script, including 'Rs. 150/00', 'Rs. 150/00', and '1174'. There is a signature and a date '11/70'.

حالت یافتہ عدالت دیوانی ملہ

Devi Dayal Marwah has filed an application in O.S. 67 of 1964 on the file of the III Assistant Judge, Hyderabad for a direction to the Vendors to deposit the amount of Rs. 50,000/- reserved by the Vendors herein, under the sale deed dated 30-3-1963. Out of the said sum of Rs. 50,000/- the Vendors have been restrained by an injunction issued on 25-3-1963 by the I. Additional Judge, City Civil Court, Hyderabad from making payment of an amount of Rs. 40,000/- to Devidayal Marwah. The Vendor has called upon the

1. S. Ramesh
2. Veerendra Nalla Barman
3. ...

contd.....15/-



Handwritten notes in Urdu and English are present below the stamp. The Urdu text includes 'میں نے اس کو خرید لیا' (I bought this) and 'میں نے اس کو بیچ دیا' (I sold this). The English text includes 'Rs 150' and 'Rs 150'. There is also a signature and a date '11/11/11'.

purchaser to reserve the balance of Rs. 10,000/- from out of the sale consideration, for depositing the same in court, as and when the court orders the Vendors to do so, on the application of Devidayal Marwah in O.S. 67 of 1964 in the Court of the III Assistant Judge, Hyderabad.

Know all men by these presents that in pursuance of the said agreement and in consideration of the sum of Rs. 84,000/- paid to the Vendors by the Purchaser in the following manner namely:

1. S. K. ...
2. Veerendra Neth Bannan

30/10/11...16/-



دہلی میں مال کی خرید و فروخت کے لیے  
 سندھریاباد - 100/- - 150/- - 150/-  
 15/10/70  
 - 16 -  
 سہارن پور کی عدالت کی طرف سے

- (1) A sum of Rs. 4,500/- paid to the Vendors by way of advance and earnest money,
- (2) Rs. 62,475/- (Rupees Sixty two thousand four hundred and seventy five only) which the purchaser has undertaken to deposit to the credit of the decree obtained against the Vendor in the Court of the III Additional Judge, City Civil Court, Secunderabad in E.P.No. 67 of 1964,
- (3) Rs. 10,000/- (Rupees ten thousand only) agreed to be deposited in the Court of the III Assistant Judge, City Civil Court, Hyderabad in S.S.No. 67 of 1964 as

1. S. S. Narayan  
 2. Veerendra Nath Narayan  
 3.





Handwritten signatures and notes in Urdu/Hindi script are present below the stamp. The text includes names like 'Khalid', 'Khalid', and 'Khalid' and amounts like 'Rs. 7025/-'. There is also a date '1949' and a signature 'Khalid'.

and when the Court, orders the Vendors to deposit the same in court and

(4) the balance of Rs. 7025/- paid this day by the purchaser to the Vendors, receipt of which aggregate sum of Rs. 34,000/- (Rupees eighty four thousands only) is hereby acknowledged and full and final discharge whereof is hereby given by the Vendors to the purchaser, the Vendors do hereby sell, transfer and convey unto the Purchaser absolutely their right, title and interest in the said portion of Karbala Maidan admeasuring 2,100 Sq.yds. more particularly described at the foot of this document

1. ...
2. Venendra ...



Handwritten notes in Urdu script, including a date '13/11/1963' and a signature. At the bottom left, there is a stamp that reads 'محکمہ خزانہ دارالحکومت ہندوستان' (Ministry of Finance, Government of India).

which includes their absolute rights in the said portion conveyed to them by the associates of Devidayal 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 23-11-1960 including the right to obtain a decree for the 13410/2,25,000 share of Devidayal Marwah in the said portion of land, in pursuance of the suit filed by them and which is now pending disposal as S.No. 67 of 64 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

1. *[Signature]*
2. Veerendra Nath Bannan
3. *[Signature]*

any let or hindrance from the Vendors or any one claiming through them. The Vendors hereby covenant with, declare and assure the purchasers that excepting the 2410/225000<sup>SM</sup> share of Devidayal 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 Sri B.N. Kochar and P...Sehgar as General Power of Attorney agents of the seventeen associates of Devidayal Marwah and that Devidayal Marwah has no right title or interest in the said portion except to the extent of his 13410/225000 share in respect of which the Vendors have already instituted a suit for specific performance against the said Devidayal Marwah. The Vendors hereby declare and assure the purchaser that the First Additional Judge City Civil Court, Hyderabad has passed prohibitory order in respect of Rs. 40,000/- out of the balance of sale price of Rs. 50,000/- mentioned in the sale deed dated 30-3-63 in favour of the Vendors, and that they are not liable to deposit<sup>any</sup> any amounts in

1. Ja Bannu
2. Keerendra Nath Barmar
3. Anandaram

O.S.No. 67/64 on the file of the III Assistant Judge, City Civil Court, Secunderabad as Devidayal Marwah has been paid in excess of his share of the sale price, and that, in any event the Vendors will abide by the directions of the III Assistant Judge, City Civil Court, Secunderabad in O.S.No. 67/64 to be given by him <sup>on</sup> ~~and~~ <sup>the</sup> application of Devidayal Marwah as aforesaid. 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 undertake to deposit the said sum of Rs. 40,000/- in court, if the III Assistant Judge directs the amount of Rs. 50,000/- to be deposited in court, as and when the directions are given. The Vendors hereby further covenant with declare and assure the purchaser that they have not encumbered or alienated their right, title and interest in the said portion to any one else in any manner whatsoever. The Vendors hereby further agree to indemnify and keep indemnified

1. *S. Banna*
2. *Keerendra Nath Borman*
3. *...*

contd....21/-

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 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 2100 Sq.yds. forming portion of the land known as Karbala Maidan shown in red in the plan annexed hereto bounded on the:

South by: Open land, belonging to Dr. Ram Krishna Reddy Leelavathi and Vendors.

North by: Land belonging to Vendors.

East by: Footpath and Mahatma Gandhi Road.

West by: Municipal Nalla,

together with all easements and

1. *S. S. Barman*  
31.5.65
2. *Veerendra Nath Barman*
3. *Amarendra Barman*

contd...22/-

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

Witnesses:

1. *G. S. Berman*
2. *V. K. d. Navilans*

1. *S. Berman* 3j. 3. 65
2. *Veerendra Nath Berman*
3. *Sunderam*

— V E N D O R S .

Doct. No. 692 of 1965 of book P  
Contains (23) sheets

Presented in the office of the Sub-Registrar  
of Secunderabad and fee of Rs 2162-50  
Paid between the hours of 4 and 5  
on the 31st day of March 1965 by

S. B. Barman  
Sub-Registrar

S. B. Barman

EXECUTION ADMITTED BY.

1. S. B. Barman S/o Shambhanneni occupation  
business R/O 5-9-665 (Gunfoundry)  
Hyderabad
2. Keerendra Nath. Barman S/o Sri Somnath Barman occupation Business  
R/O 5-9-665, Gunfoundry Hyderabad.

Jureman S/o Sri Somnath Barman occupation Bu  
R/O 5-9-665 Gunfoundry Hyderabad

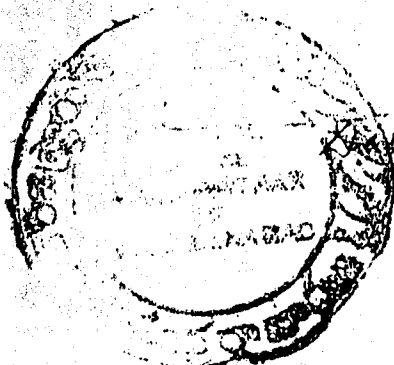
Known Personally to the Sub-Registrar

Rs. 7025/- (Rupees Seven thousand and  
twenty five only.) were paid in my presence by Pranodchandra from  
on behalf of the the claimant to the executant.  
Payer. Payee.

Pranodchandra

S. B. Barman

Dated 31st March 1965 D. B. Anand  
Sub-Registrar



Doc. No. 692 of 1965 of book 1  
Contains (23) sheets

11 Sheet  
*D. G. D. S.*  
Sub-Registrar

Registered as No. 692 of 1965 of book 1  
Vol. 95 pages 144 to 149  
Date 2-4-1965 Sub-Registrar

