

The Parties of the First Part had originally entered into an Agreement with Dr. Gowrishankar Palnitkar and others, children of the late Dr. Pandit Rao Palnitkar, for the purchase of the land bearing Survey No.207/1 and 2, Khairatabad Village with the Municipal Limits of Secunderabad Division of the Hyderabad Municipal Corporation, admeasuring about 3 Acres 39 Guntas, more particularly described in Schedule annexed hereto and hereinafter referred to as "SCHEDULE PROPERTY", on terms and conditions mentioned in the Agreement dated 2-6-1975 for the Sale Price of Rs.1,75,000/- (Rupees One Lakh, Seventy five thousand only). Under the said Agreement dated 2.6.1975, the Palnitkars were bound to sell the Schedule Property to M/s. Barman Brothers or their nominees.

Part of the land marked 'B' on the Plan annexed hereto is in the occupation of tenants of the Palnitkars and the tenants are running Small Industries on about 8,600 Sq.yards. The Municipal Corporation of Hyderabad laid a Road leading to the Government Youth Hostel illegally across the Schedule Property, separating the Schedule Property into two portions. The land occupied by tenants is on the Southern side of the said Road leading to Youth Hostel.

On the Northern side of the Road leading to the Youth Hostel, the Schedule Property is open land roughly admeasuring about 10,000 Sq.yards. The said open land admeasuring 10,000 Sq.yards is hereinafter referred to as "A" SCHEDULE LAND.

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(a) Sy Barman
(b) V. N. Barman
(c) S. K. Barman
(d) Daya Devi

(e) Sushma Devi

The Palnitkars also filed a suit for a Perpetual Injunction restraining the Government from interfering with the owners' peaceful possession of the Schedule Property. The said suit O.S.No.937/77 on the file of the IV Assistant Judge, City Civil Court, Hyderabad, was decreed and the decree has become final as no appeal was preferred by the Government.

One Narsimha Raju filed a suit against the Palnitkars and the tenants in occupation of the land lying to the South, for a declaration that the land occupied by the tenants does not belong to the Palnitkars and for other reliefs. The said suit is pending disposal as O.S.No. on the file of the 2nd. Assistant Judge, City Civil Court, Hyderabad,

At this stage, the Palnitkars and the Parties of the First Part entered into an Agreement with the Party of the Second Part on 9.8.1979, agreeing to sell to the Party of the Second Part and/or his nominee/nominees, about 7,000 Sq.yards of land lying to the South of the Road leading to Youth Hostel, in the occupation of tenants at Rs.25/- per Sq.yard described in the Agreement as "B" SCHEDULE LAND and to sell the open land to the North of the Road (described as "A" Schedule Land in the said Agreement) at Rs.70/- per Sq.yard, subject to the terms and conditions mentioned in the said Agreement dated 9.8.1979.

Under the said Agreement, the Party of the Second Part paid the Palnitkars, a sum of Rs.1,01,000/- (Rupees One Lakh, one thousand only) (out of the total Sale Price of Rs.2,00,000/- (Rupees Two Lakhs only) which they agreed to receive from the Parties of the

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(a) J. B. Barman
(b) V. N. Barman
(c) S. K. Barman
(d) Daya Devi

(e) Sushma Devi

First Part to sell the entire Schedule Property which is now reduced to the Original Sale Price of Rs.1,75,000/- (Rupees One Lakh, Seventy five thousands only), and the Palnitkars have to receive only the balance of the Sale Price of Rs.74,000/- (Rupees Seventy four thousands only) from the Vendors of the First Part.

Under the Agreement dated 9.8.1979, the Parties of the First Part have also received the total amount of Rs.2,23,000/- (Rupees Two Lakhs, Twenty three thousands only) from Manilal C. Modi, towards the Sale Price of the "A" Schedule and "B" Schedule Lands, described in the Agreement dated 9.8.1979, which includes the cost of filling up the "A" Schedule Land and levelling the land upto 6" above the Ring Road level and stone pitching with cement pointing towards the Lake which the Parties of the First Part have agreed to do at their cost and the said work has not yet been completed by the Parties of the First Part.

Thus, the Parties of the First part have to receive the balance of Rs.2,26,000/- (Rupees Two Lakhs, Twenty six thousands only) excluding the amount payable to the ~~the~~ Palnitkars ^{ie} Rs.74,000/- (Rupees Seventy four thousands only) towards the Sale Price agreed to be received by the Palnitkars from the Parties of the First Part. The Parties of the First Part have undertaken to complete at their own cost, the work of filling up the "A" Schedule Land, as described above.

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(at S. Barman
(A) V. N. Barman
(C) SK Barman
(d) Daya Devi

e) Sushanta Devi

The value of only an area of 6,400 Sq. yards of land out of a total area of 10,000 Sq. yards, which is now enclosed in the Compound Wall is taken into consideration for the purpose of arriving at the remaining amount of Rs.2,26,000/- (Rupees Two Lakhs, Twenty six thousands only) payable to the Party of the First Part (M/s.Barman Brothers).

But in the event of the First Party getting the Government land in compensation of the land covered by the Youth Hostel Road and for the area of land taken over for widening the Ring Road - as mentioned in Para (c) of the Operative Part, Page 7 of the Agreement dated 9.8.1979 and coloured Yellow in the Plan annexed to the Agreement of 9.8.1979, this compensated land also will be conveyed to Party of the Third Part (Sri Satishchandra M.Modi).

The Municipal Authorities originally granted permission to enclose the Schedule Land by a Compound Wall, but they purported to revoke the permission on the ground that, the land was proposed to be acquired.

The Palnitkars were compelled to file a Writ in the

(a) J. T. Barman
(b) V. N. Barman
(c) SK Barman

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d) Daya Devi

(e) Sushma Devi

High Court against the Municipal Corporation and get the order revoking the permission for Compound Wall quashed. The Dhobis and other unruly elements in the locality also attempted to illegally trespass into the land to prevent the construction of the Compound Wall. The Municipal Authorities after the Writ Petition was allowed, adopted a hostile attitude and they have issued a notice showing their intention to cancel the permission on false and frivolous grounds Viz:- that the permission was obtained by the alleged misrepresentation and it is therefore, imminent that fresh legal proceedings have to be instituted and fought-out, and they again passed an Order revoking the permission, a second time. The Palnitkars again filed a Writ Petition in the High Court, and obtained an Order by which, the Order of the Deputy Commissioner, Municipal Corporation of Hyderabad, Secunderabad Division, Secunderabad, revoking the permission was suspended pending disposal of the Writ.

In the above circumstances as the Parties are to be involved in various legal proceedings, the Parties of the First Part and the Party of the Second Part have agreed to transfer their rights under the two Agreements, Viz:- the rights of the Parties of the First Part under their agreement with the Palnitkars and the rights of *Party of* the Second Part under the agreement with the Palnitkars and the Parties of the First Part on the following terms and conditions:-

(1) The Party of the Third Part shall be entitled to pay the entire balance of Rs.74,000/- (Rupees Seventy four thousands only) and obtain possession of the

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(a) S. Barman

(b) V. N. Barman

(c) S.K. Barman

(d) Daya Devi

(e) Sushma Devi

Schedule Property and the right to obtain Sale Deeds for the entire Schedule Property.

(2) The Party of the Second Part has already paid the Parties of the First Part, a sum of Rs.2,23,000/- (Rupees Two Lakhs, Twenty three thousands only) in addition to the sum of Rs.1,01,000/- (Rupees One Lakh, One thousand only) paid to the Palnitkars under the Agreement executed between the Palnitkars, the Parties of the First Part and the Party of the Second Part. After giving credit to the sum of Rs.1,75,000/- (Rupees One Lakh, Seventy five thousands only) payable to the Palnitkars and the amounts already paid to the Parties of the First Part by the Party of the Second Part, the Party of the Third Part hereby takes over the liability to pay the balance of the Sale Price calculated at Rs.70/- per Sq.yard for the "A" Schedule Land and Rs.25/- per Sq.yard for the "B" Schedule Land (excluding the portion of 1500 Sq.yards reserved for Barman Bros.) provided the Parties of the First Part obtain permission under the Urban Land (Ceiling and Regulation) Act for the "B" Schedule land and the necessary permission to construct a Twin Cinema Theatre on "A" Schedule Land and also permission to transfer the "A" ^{"B"} Schedule Land, to the Party of the Third Part or his nominee. The payments shall be made in the following manner:-

- (a) The Parties of the First Part shall have a charge on the entire Schedule Property for the payment of the balances payable to them as per the above stipulation;
- (b) The Party of the Third Part shall reimburse the Party of the Second Part for the amounts

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(a) S. T. Barman
(b) V. N. Barman
(c) S. K. Barman
(d) Daya Devi

(e) Sushma Devi

paid by him to the Palnitkars and also to the Parties of the First Part;

- (c) The Security created by the Parties of the First Part over Barman Buildings, Gunfoundry, by equitable mortgage in favour of the Party of the Second Part shall enure to the benefit of the Party of the Third Part and in case the Party of the Third Part is deprived of the Schedule Property for any defect in title of the Palnitkars or for any other reason, the Party of the Third Part can recover the losses upto the tune of Rs.3,25,000/- (Rupees Three Lakhs, Twenty five thousands only) from the property of the Parties of the First Part viz., "Barman Buildings" over which, an equitable mortgage is already created.
- (d) The Parties of the First Part have to receive the balance of Rs.2,26,000/- (Rupees Two Lakhs, Twenty six thousands only) excluding the amount payable to Palnitkars towards the Sale Price agreed to be received by the Palnitkars. The said balance is arrived at by calculating the Sale Price of "A" Schedule land at Rs.70/- per Sq.yard and "B" Schedule Land at Rs.25/- per Sq.yard and deducting the amounts already paid to the Palnitkars and the amounts already paid to the Parties of the First Part. The Parties of the First Part shall pay a further sum of Rs.31,000/- (Rupees Thirty one thousands only) today. Stone pitching works towards the Lake

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(a) J. Barman
(b) V. N. Barman
(c) S. R. Barman
(d) Daya Devi

(e) Sushma Devi

side will be completed at the cost of the Parties of the First Part at P.W.D.Contract Schedule of Rates, and the advances to be made for the cost of earth filling work shall be deducted from the amount payable to the Parties of the First Part and the balance shall be paid in the presence of the Registering Officer at the time of Registration of the Sale Deed or Sale Deeds in favour of the Party of the Third Part and/or his nominee or nominees. The Parties of the First Part shall obtain necessary Income-tax-cum-Wealth-tax Clearance Certificates for M/s. Barman Brothers and the Palnitkars.

DESCRIPTION OF THE SCHEDULE PROPERTY:-

All that land admeasuring about 3 Acres 39 Guntas, bearing Survey Nos.207/1 and 2, situate formerly in Bakaram Village and now in the adjacent Village of Khairatabad, having been transferred to Khairatabad Village under the Orders of the Director of Settlement under his Endorsement No.101 dated 6.2.1350 Fasli and implemented in 1354 Fasli (vide File Nos.1/23 of 1349 Fasli and 5/13 Iavoni of 1350 Fasli).

DESCRIPTION OF THE SCHEDULE "A" LAND:-

About 10,000 Sq.yards of open land marked as "A" and "B" on the Plan attached (subject to actual measurement at the time of Registration of Sale Deed) and coloured Red and Yellow, bearing M.C.H. No. 5-4-200/5 in

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(a) In Barman
(b) V.N. Barman
(c) S.K. Barman
(d) Daya Devi

(e) Sushma Devi

Se.Nos.207/1 and 2 previously in Bakaram Village and now in Khairatabad Village, having Town S.Nos.4/1 and 4/2, situate on Pattigadda Road, to the East of the Government Youth Hostel Building, Secunderabad, as per Plan attached to this Agreement and delineated,=coloured Red and bounded by:

NORTH BY: Government land S.No.9/1, Khairatabad and S.No.44, Bholakpur Village;

SOUTH BY: 30' wide Road connecting Pattigadda Road to Government Youth Hostel;

EAST BY: Pattigadda asphalt road; and

WEST BY: Government land S.No.9/1 and the Government Youth Hostel Building.

DESCRIPTION OF "B" SCHEDULE LAND:-

About 6 to 7000 Sq.yards of land at present covered by various Industrial Sheds by the tenants of Vendors of the Second Part in the same Survey Nos.as that of "A" Schedule land and also coloured Red in the Plan attached hereto and bounded on the:-

NORTH BY: Road leading to Government Youth Hoste;

SOUTH BY: Compound of Graveyard;

EAST BY: 1500 Sq.yards of land belonging to Vendors of the Second Part reserved for Mr. Barman Brothers; and

WEST BY: Government Youth Hostel building.

(a) S. Barman
(b) V. N. Barman
(c) S. K. Barman
(d) Daya Devi

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(e) Sushma Devi

IN WITNESS WHEREOF, the Parties have signed these presents this the 14th day of April, 1980 in the presence of the following Witnesses:

WITNESSES:-

1. *[Signature]*
P.M. Modi Counsel
5-4-187/4, Delhi.

[Signature] 14-4-1980
(1) SOMNATH BARMAN

[Signature]
(2) VEERENDRANATH BARMAN

2.

[Signature]
(3) SUNIL KUMAR BARMAN

[Signature]
(4) DAYA DEVI BARMAN

[Signature]
(5) SUSHMA DEVI BARMAN.

(PARTIES OF THE FIRST PART).

MANILAL C. MODI.

(PARTY OF THE SECOND PARTY).

[Signature]

SATISHCHANDRA M. MODI.

(PARTY OF THE THIRD PARTY).

d) Daya Devi

(e) Sushma Devi