



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

00AA 301731

S.No. 12082 Date 28/2/2005 Rs. 10/-

Name C. Bala Gopal

S/o. D/o. W/o. Chandra Mouli

For Whom self see sub.

K. SRINIVAS

S.V.L. No. 26/98, R.No. 39/2004  
City Civil Court,  
SECUNDERABAD.

IN THE COURT OF THE 3 JUDGE JUDGE CITY CIVIL COURT SEC'ABAD

C.S.No. 18 of 04

Between:

Chandraya siddha mouli

Plaintiff

and

K.P. Govindaraju

Defendant

Exhibit Seal

Court of the IIIrd senior civil judge, C.C. Sec'bad.

C.S.No. 356 of 04

Produced by defendant

Admitted or proved by S.V.L. on 2-1-03

Marked as P. 2 B-2

CC- IIIrd senior civil judge,

//Certified to be true copy//

[Handwritten signature]

C. Srinivas



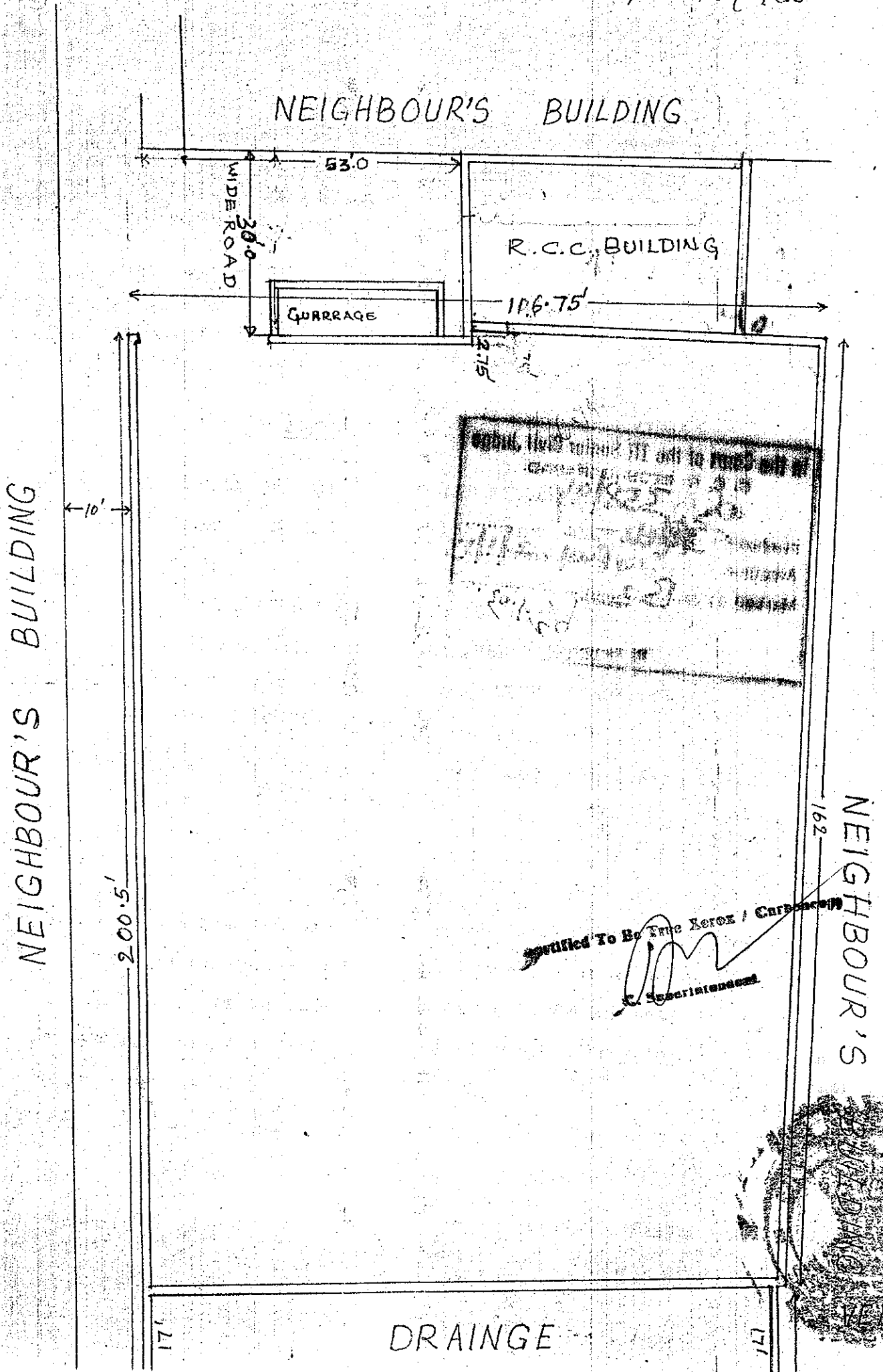
2067, F008  
02, 14, 1968  
22 FEB 1968  
VC-SEC' BAD  
00, 16, 1968.



# SITE PLAN OF MUNICIPAL No. 1. SITUATED AT KARBALA MAIDAN, RANIGUNJ

SCALE 1"=20'

AREA = 2,331 Sq. Yds.



Certified To Be True Xerox / Carbon Copy

*[Signature]*  
C. Superintendent



In the Court of the Hon'ble Senior Civil Judge  
 C. S. C. SECUNIBASAO.  
 Practitioner: *[Signature]*  
 Admitted: *[Signature]*  
 Marked as: *B. 2*  
*12.1.03*

In the Court of the Additional  
 Chief Judge, C. S. C. Sec Bad  
 Central Copying Section  
 Recd. No. *281/05*  
 C. A. No. *181/05*  
 Precedent No. *73/05*  
 B. C. called on *23/05*  
 Charges Deposited *Rs 232/-*  
 Receipt No. *27/05*  
 Made Ready on *[Signature]*  
 Copy Delivered on *[Signature]*

RECEIVED  
 DIST. PEETH.  
 DIST. THANE.



ROAD

H.P. Const

10 Rs.



12086 12086 / 28/2/2004 ANDHRA PRADESH

00AA 301735

S.No. Date Rs. Name C. Balu Gopal Chandramouli For whom SELF

K. SRINIVAS S.V.L. No. 26/98, R.No. 39/2004 City Civil Court, SECUNDERABAD.

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CITY CIVIL COURT, SEC. ABAD. C.S.No. 18 of 04

Between: Gurudev siddha Peeth and H.P. constructions ..Plaintiff ..Defendent

Exhibit Seal Court of the IIIrd senia civil Judge: C.C.C.Sec'bad. O.S.No. 358 of 04

Produced by: Defendent Admitted or proved by P.W.I on 2-3-03 Marked as Ex.B.

Sd/- IIIrd senior civil Judge,

// Certified to be true copy //

[Signature] C. Subrahmanyam



ಪಂಚರತ್ನ ಕಂಪನಿ  
ಇನ್ವೆಸ್ಟ್‌ಮೆಂಟ್ ಕಾರ್ಪೊರೇಷನ್  
22 FEB 2005  
VC-SEC-BAD  
ಮಂಗಳೂರು, ಕರ್ನಾಟಕ.



of 200

30-11-92

B5

EXB5

Receipt

Received a sum of Rs 3,00,000/-  
(Three lakhs only) from Sri  
G. S. Prakash Reddy, through

Cheque no 586741 of 30-11-92, drawn upon

Axis Canara Bank Kankarbagh Branch  
Hyderabad

Satsukmal  
30-11-92

OP  
Axis Stamp duty & Penalty.

Receipts revenue stamp of	Rs 1000
required	
Duty & Penalty (10%)	Rs 1000
<b>Total Duty &amp; Penalty</b>	<b>Rs 1100</b>

Per amount may be received &  
deposited into account in above

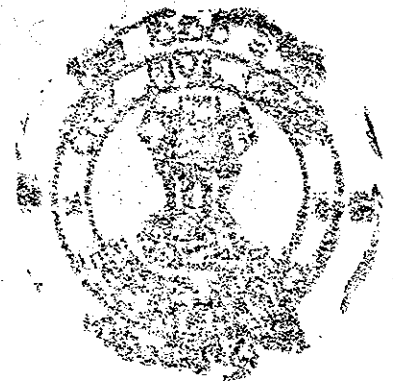
S.P.  
30/11/92

Receive  
& Receipt  
W.S.R.

A/c. Collected Rs. 11/- towards Stamp Duty &  
Penalty for Sri R. Chandrasekhar Reddy, Adv. for  
Dept. of OR-358/94 (III) Secy on 25/11/03.

S. Srinivasulu  
Accountant,  
Court of the  
Addl. Chief Judge  
City Civil Court,  
Secunderabad.

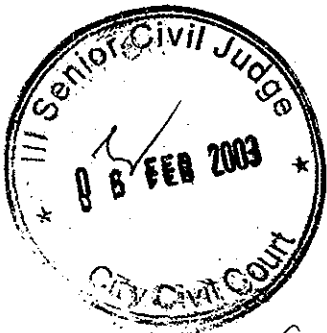
Filed To Be Filed Hereon / Carboncopy  
Superintendent



DOCUMENTS

Date of this the

ATISH MODI



Handwritten signature/initials in a circle.

**In the Court of the III Senior Civil Judge**  
**C. C. C. SECUNDERABAD.**  
 Produced by 20/1/04 on 26/2/03  
 Admitted or Proved by 20/1/04 on 26/2/03  
 Marked as Ex. B5

Chief Judge, C.C.C. Sec Bad  
Central Copying Section

Secunderabad  
 C. A. No. 291/05  
 Presented on 18/1/05  
 C. C. sealed on 23/05  
 Charged Deposited 22/05 22/05  
 Receipt no. 7/2/05  
 Made ready on 7/2/05  
 Copy Delivered on 7/2/05



ON  
Selling  
Sen



10RS.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

00AA 301736

S.No. 12087 Date 28/2/2005 Rs. 10/-

Name C. Balu Gopal

S/o. Eto. W/o Chandra mouli

For Whom SELF

K. SRINIVAS

S.V.L. No. 26/98, R.No. 39/2004

City Civil Court, SECUNDERABAD.

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CITY CIVIL CO-RT: SEC' BAD.

C.S.No. 18 of 04

Between:

Gurudev siddha Peeth

..Plaintiff

and

H.P. constructions

..Defendent

Exhibit Seal

Court of the IIIrd Senior civil Judge: C.C.C. Sec'bad.

O.S.No. 358 of 04

Produced by: Defendent

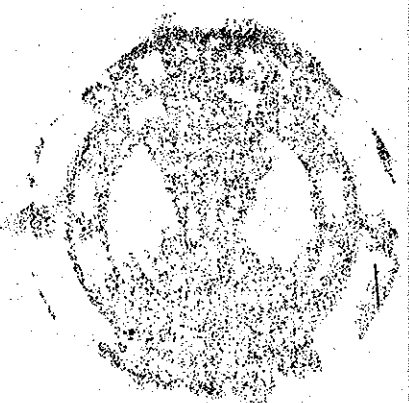
Admitted or proved by P.W.I on 2-1-03

Marked as EX.B. 6

Sd/- IIIrd senior civil Judge,

// Certified to be true copy //

C. Superintendent



30885 8008  
22 FEB 2005  
VC-SEC-BAD  
00000000, 00000000



336

ATISH MODI

Off.: 845180  
847510  
CAUL: Res.: 248473  
1-10-72/2/3, Begumpet  
HYDERABAD - 500 016

Dt. 18.12.1992

Ed B6

RECEIPT

Received with thanks a sum of Rs. 9,00,000/-  
(Rupees nine lakhs only) from G.S. Prakash Rao,  
H.No.1-4-879/92A, Gandhinagar, Hyderabad  
vide cheque No. 562847, dt. 18.12.92 drawn on  
Canara Bank, Kundanbagh, Hyderabad in favour of  
Gurudev Siddha Peeth towards part payment of  
Sale Consideration of land admeasuring 2,331 sq.  
yds bearing no. 5-4-187/3&4/8, situated at Karbala  
Maidan, Ranigunj, Secunderabad.

Satish Modi

OP

Stamp duty is returned on receipt - Rs 1200  
Penalty 10 lines - Rs 1000  
Total duty & penalty - Rs 2200

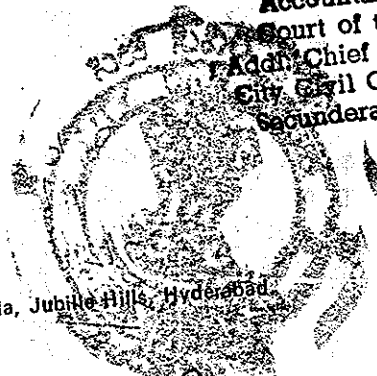
Permission may be accorded to  
receive the duty & penalty for  
said amount

S.P.O.  
by  
M.M.

Receive  
and receipt  
W.S.R.

A/c. Collected Rs. 11/- towards Stamp Duty &  
Penalty from Sri R. Chandrashekar Reddy, Adv. for  
Def. No. OS 358/94 (III S.C.T.) on 25/2/03.

S. Srinivas  
Accountant, 25.2.03  
Court of the  
Additional Chief Judge  
City Civil Court,  
Secunderabad.



Res: Plot No. 1065, Road No. 45 Taru Villa, Jubilee Hills, Hyderabad.

Verified To Be True Xerox / Carbon copy

[Signature]  
G. Srinivasulu Reddy

50  
4



**In the Court of the III Senior Civil Judge**  
C. C. C. SECUNDERABAD.  
Case No. 358/04 .....  
Produced by Defence .....  
Admitted or Proved by 20/1 on 20/2/05 .....  
Marked as Ex. Bb .....  
III Senior Civil Judge

the Court Of the Additional  
Chief Judge, C. C. C. Sec Bad  
Central Copying Section  
Registered 29/1/05  
C. A. No. 18/1/05  
Produced on 18/1/05  
C. C. C. Sec Bad 7/3/05  
Charges Documented on 7/3/05. No. 228/05  
Receipt No. 7/3/05  
Made Ready on 7/3/05  
Copy Delivered on 7/3/05  
G. Superintendent



10RS.



120803 28/05/04 21/05/04  
 S.No. .... Date ..... Rs. 10/-  
 Name..... C. Bala Gopal  
 S/o. D/o. W/o..... Chandamoul  
 For Whom..... Self *sewa*

ANDHRA PRADESH *0001* 00AA 301737

**K. SRINIVAS**  
 S.V.L. No. 26/98, R.No. 39/2004  
 City Civil Court,  
 SECUNDERABAD.

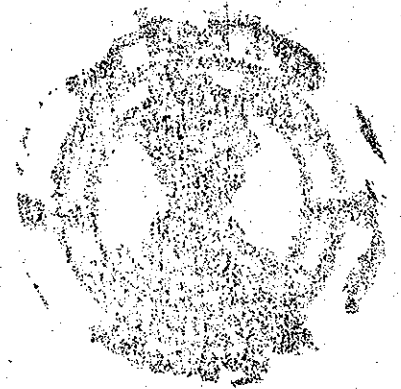
IN THE COURT OF THE I ADDL. CHIEF JUDGE: CITY CIVIL COURT: SEC' BAD.  
 C.S.No. 18 of 04

Between:  
 Gurudev siddha peeth ..Plaintiff  
 and  
 H.P. constructions ..Defendent

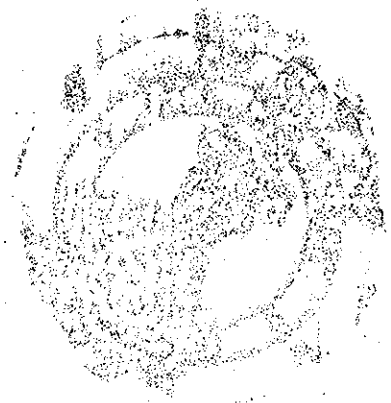
Exhibit seal  
 Court of the IIIrd Senior civil Judge: C.C.C. Sec'bad.  
 C.S.No. 358 of 04

Produced by: Defendent  
 Admitted or proved by P.W.I on 2-1-03  
 Marked as EX.B.

Sd/- IIIrd Senior civil Judge,  
 // Certified to be true copy //  
*[Signature]*  
 C. Superintendent



பெரிய கோல்  
தமிழ்நாடு அரசு  
22 FEB 2005  
VC-SEC:BAD  
கொழும்பு, இலங்கை.



Off. : 847510  
Phones : 845180  
Res.:

# GURUDEV SIDDHA PEETH

1-10-72/2/3, Begumpet Road,  
HYDERABAD - 16.

Dated: 18.12.1992

To

Shri Prakash Rao,  
M/s. H.P. Construction Pvt. Ltd  
H.No.1-4-879/72A,  
Gandhinagar,  
HYDERABAD.

Dear Sir,

We request you to take occupation of the premises (possession) on this the Friday, 18th December, 1992. You are also authorised to start the construction work at your earliest convenience as per our agreement signed and delivered today 18th December, 1992.

1) For GURUDEV SIDDHA PEETH

*Satish Mehta*  
General Power of Attorney

2) For CONSENTING PARTY

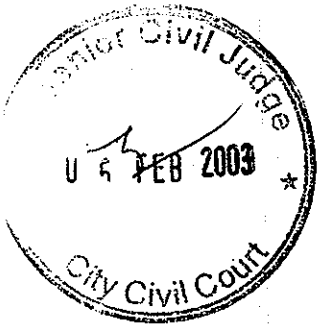
*Satish Mehta*  
Agreement Holder

3) For H.P. CONSTRUCTION PVT LTD

Sanitised To Be Taken Hereon / Carboncopy

*[Signature]*  
B. Superintendent





Handwritten initials in a circle: 31/1

In the Court of the III Senior Civil Judge  
C. C. C. SECUNDERABAD.  
Case No. 31894  
Produced by Debn on .....  
Admitted or proved by 201 on 26/1/05  
Marked as Ex B7  
III Senior Civil Judge

In the Court of the Additional  
Chief Judge, C. C. C. Sec. Bad  
Central Copying Section  
Recounted on 29/105  
C.A. No. 18/105  
Proceeded on 23/05  
S. C. called on 23/05 No. 2220  
Charges Deposited on 23/05  
Receipt no. 713  
Made ready on 7/3  
Now Delivered on 7/3  
S. S. S. S. S.



N S P E R



10 Rs.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

00AA 301732

S.No. 12083/2/2005  
Date 28/2/2005

Name C. Bala Gopal  
Chandramouli  
SELF served

K. SRINIVAS  
S.V.L. No. 26/98, R.No. 89/2004  
City Civil Court,  
SECUNDERABAD.

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CITY CIVIL COURT: SEC' BAD.

C.S.No. 18 of 04

Between:

Gurudev Siddha Peeth

and

..Plaintiff

H.P. constructions

..Defendant

Exhibit Seal

Court of the IIIrd Senior civil Judge: C.C.C. Sec'bad.

C.S.No. 358 of 04

Produced by: Defendant

Admitted or proved by P.W.I on 2-1-03

Marked as EK.B. 24

Sd/- IIIrd Senior civil Judge,

// Certified to be true copy //

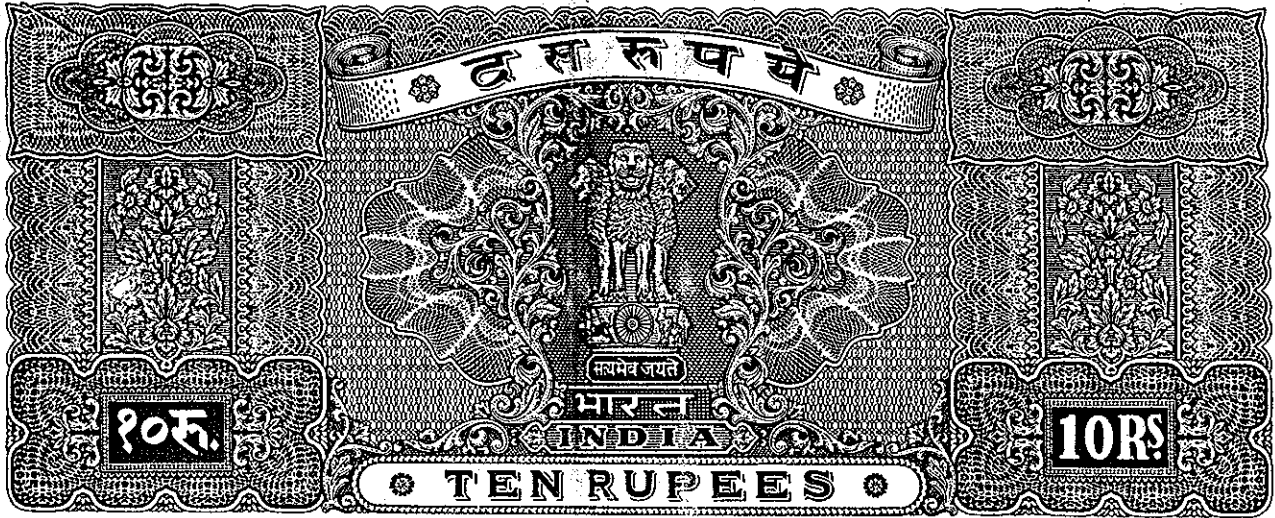
*[Signature]*  
713  
C. Superintendent



ಪಂಚಜನಕ  
ವ್ಯವಹಾರ ಸಂಸ್ಥೆ  
22 FEB 2005  
VC-SEC-BAD  
ಎಂ.ಎಸ್.ಎಸ್.ಎಸ್.



10Rs.



Sl. No. 9155 Date 5/12/2002  
Sold to T. V. Ramaswamy  
i/o. W/o. T. Anjaneyulu  
for whom H. P. Constructions

*P. Sreeatha*  
PILLI SREEATHA  
Stamp Vendor  
1-8-2002

*B24*

*Ba B24*

GENERAL POWER OF ATTORNEY



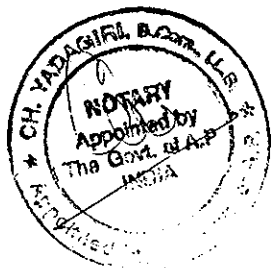
All men by these presents that I, G.S. Prakash S/o G. Shankaralah aged 38 years, Occupation-Business, in the capacity of Managing Director of M/s H.P. Constructions Private Limited, having its Registered Office at Gandhi Nagar, Hyderabad, has executed this Power of Attorney on behalf of M/s H.P. Constructions Private Limited, hereinafter referred to as PRINCIPAL

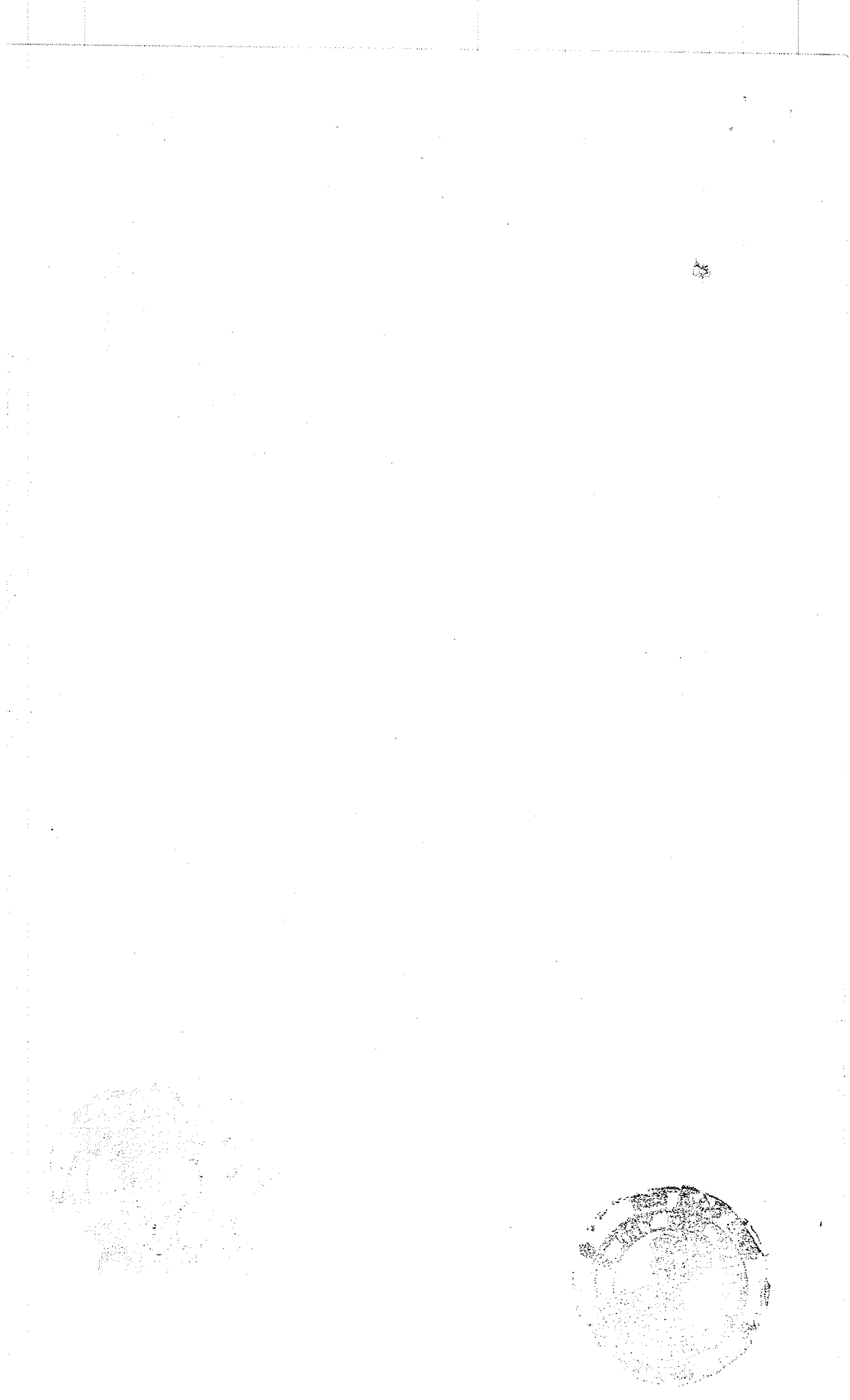
WHEREAS M/s Gurudev Siddhapeeth and another filed suit G.S.No.358/1994 for recovery of possession and injunction on the file of the Hon'ble Court of III Senior Civil Judge, City Civil Court, -Hyderabad, against the Principal herein, namely, M/s H.P. Constructions Private Limited.

*[Signature]*

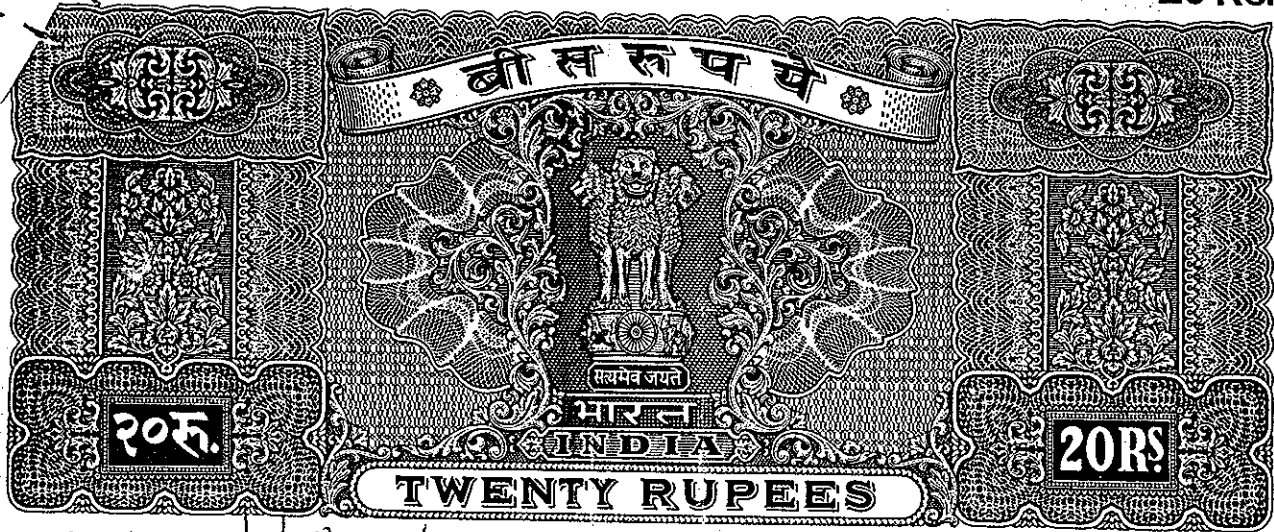
SECUNDERABAD

*[Signature]*





20 Rs.



Sl. No. 9154 Date 5/12/2002 Rs. 20/-  
Sold to T. V. Kumar Reddy  
S/o. W/o. T. Anjaneyulu  
For whom H. P. Const. Srichand

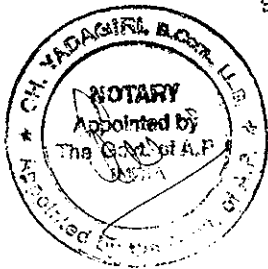
P. Sree Latha  
PILLI SREELATHA  
Stamp Vendor Licence No. 28 of 05 18/2001  
1-8-272, Chikkadully, Hyd-20. (A.P.)

11211

AND WHEREAS I have to urgently leave India for attending to my daughter and ailing wife at Milwaukee, USA and it may not be possible for me to pursue the matter personally. During my absence from India, I am advised that I am required to file certain further applications and further steps are required to be taken during the course of proceedings referred to above and as such, I deem it just and expedient to execute this Power of Attorney.

Now by this Power of Attorney, I do hereby nominate, constitute and appoint my second son-in-law SRI J. MARUTHI, S/O J. BAPUREDDY, AGED 38 years, Occupation-Business, R/o Jubili Hills as the Attorney for the Principal herein, to do the following among other acts.

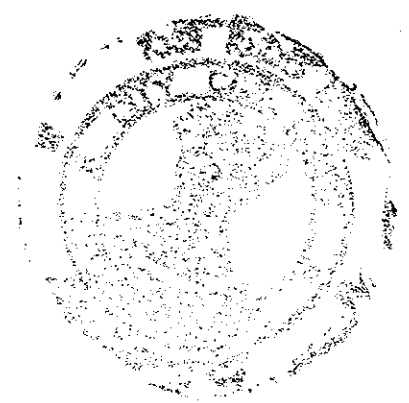
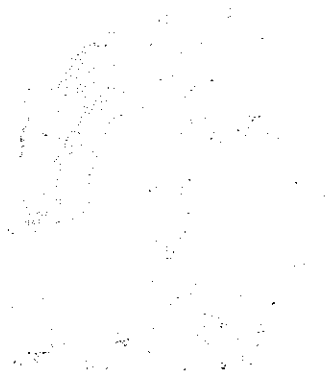
- 1) to represent me before the Hon'ble court of III Sr. Civil Judge, Secunderabad or any other court in connection with the above referred suit OS.No.358/94 including any further proceedings arising in and out of the said proceedings before any other court, forum particularly before the Hon'ble High Court of Andhra Pradesh, Hon'ble Supreme Court of India and/or any other court.



*[Handwritten signature]*



4



20 Rs.

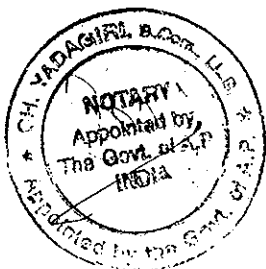


Sl. No. 9153 Date: 12/10/02 Rs. 20/-  
Sold to T. V. Ramana Reddy  
S/o. W/o. T. Anjanayulu  
For whom H. P. Constructions

P. Sreelatha  
**PILLI SREELATHA**  
Stamp Vendor Licence No. 50 of 05 18/2001  
1-8-272, Chakrabarti, Hyd-20. (A.P.)

11311

- 2) to engage advocates, counsel and sign Vakalat for the said purpose on my behalf and also to sign the necessary pleadings thereof.
- 3) to give evidence
- 4) to sign and execute any deed of compromise, record the same and appear before the concerned Court on my behalf for the said purpose.
- 5) to withdraw any money deposited in any Court on my name and sign the required cheque petitions for the said purpose.



*[Handwritten signature]*







- 6) to file appearance on my behalf in any appeal and / or further proceedings before the same Court or any other court/forum.
- 7) to do all other lawful acts and things in connection with the case and the property.
- 8) to file, sign application/s before the concerned public authority/ies including MCH, Electricity, Water works, Revenue Department/s etc., and receive papers from them in connection with the property in the suit and / or any further proceedings etc.,

I do hereby agree to ratify and confirm all such acts that my said Attorney shall lawfully done.

IN WITNESS WHEREOF I have signed this Power of Attorney on this the 7th day of DECEMBER, 2002 at Hyderabad.

*J. Maruthi*

*[Signature]*  
EXECUTANT

WITNESS:

(J. MARUTHI)

**ATTESTED**

NOTARY / HYDERABAD (AP)



*Ch. Yadagiri*  
B.Com., L.L.B.,  
ADVOCATE & NOTARY  
MACHA BOLARAM  
S.R. DIST. SECUNDERABA.  
PHONE NO. 7717191

Notified To Be True Xerox / Carbon copy.

*Chandy*  
ADVOCATE FOR Deft

*[Signature]*  
Superintendent



**m No. 7**  
Under Order VI,

**In the Court**

Between

Defence  
Respondent

Accused

ATS



Handwritten circled text: 8/5

**In the Court of the III Senior Civil Judge**  
**C. C. C. SECUNDERABAD.**  
 Case No. 38194  
 Produced by [Signature] on 26/2/03  
 Admitted or Proved by [Signature] on 26/2/03  
 Marked as Ex. B-24  
 III Senior Civil Judge

the Court Of the Addressed:  
 Chief Judge, C. C. C. Sec Bad  
 Central Copying Section  
 Secunderabad  
 C. A. No. 28/105  
 Presented on 18/1/05  
 & C. called on 27/1/05  
 Charge deposited on 27/1/05 No 238  
 Receipt No. 213703  
 Made Ready on 27/1/05  
 Being Delivered on 27/3  
 S. Superintendent



10 Rs.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

00AA 301730

12081 28/2/2005  
S.No. Date Rs. 10/-  
Name C. Bala Jopal  
S/o. D/o. W/o. Chandramouli  
For Whom SELF see back

K. SRINIVAS  
S.V.L. No. 26/98, R.No. 39/2004  
City Civil Court,  
SECUNDERABAD.

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CITY CIVIL COURT: SECUNDERABAD.

C.S.No. 18 of 04

Between:

Gurudev Siddha Peeth

..Plaintiff

and

H.P. Constructions

..De fendent

Exhibit seal  
IIIrd senior civil Judge,  
Court of the I Addl. Chief Judge: C.C.C. Sec'bad.  
358 of 94  
C.S.No. 18 of 04

Produced by: Rksix Plaintiff

Admitted or proved by P.W.I on 31-12-01

Marked as Ex.X. |

Sd/- IIIrd senior civil Judge.

//Certified to be true copy//

C. Srinivas  
C. Srinivas

အထွေထွေ  
အထွေထွေ အထွေထွေ  
22 FEB 2005  
VC-SEC-BAD  
အထွေထွေ အထွေထွေ



# R. S. RAMA CHANDRA MURTY

M.E., M.I.E., F.I.V.  
CONSULTING ENGINEER

Regd. Valuer	- Income Tax Dept.	38, S B I Colony, Municipal No. 1118 New Bakaram, Gandhi Nagar, HYDERABAD - 500 080.
Industrial valuer	- A P I D C, I D B I.	
Panel valuer	- SBI, SBH and Andhra Bank	
Surveyor/ Loss assessor	- General Insurance.	
Licensed Engineer	- M.C.H	

Dt. 29-9-2001

## VALUATION REPORT

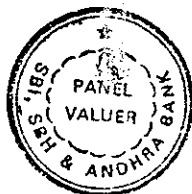
### INTRODUCTION

**Shri Gurudev Ashram** having its registered office at Gavdevi, Ganeshpuri, District Thana, Maharashtra State requested me to assess the fair market value of an immovable asset for the legal purpose. I visited the asset on **28-9-2001** and the following valuation report is made.

### THE ASSETS

**Shri Gurudev Ashram** owns open land bearing Nos. 187/3 & 4/8 forming part of the land known as KARBALA MAIDAN admeasuring 2,331 sq. yds. (1,949 sq.m.) situated at Mahatma Gandhi Road, Secunderabad through registered settlement deed No. 1929/71, dt. 9-11-1971 on the file of the Sub-Registrar, Secunderabad. Boundaries of the property are

- North : Common Passage
- South : S.M. Modi commercial Complex
- East : Soham Mansion & M.G. Road
- West : 15' wide footpath & Necklace road



2

**FEATURES**

The open place just behind SOHAM MANSION which is a commercial building abutting M.G. Road and located very near to Commercial Centre - Ranigunj and is within walkable distance of Secunderabad Railway Station. SOHAM MANSION is further located at junction of M.G. Road & R.P. Road. M. G. Road & R.P. Road are main commercial arteries on which several business establishments are located carrying out business in crores of rupees daily. The open place is abutting the Necklace Road encircling the Husain Sagar Lake, almost at its beginning from Secunderabad side of the Tank Bund. Budha Bhavanam - MCH Commercial Complex is located very nearby. The locality is fully developed with all civic amenities like schools, colleges, hospitals, cinema halls, city bus transport, commercial establishments, Government, public & private sector offices, shops and banks which are located within walkable distance.

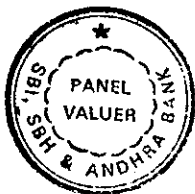
**VALUATION**

The land value fixed by the Registration Dept. is Rs. 18,000 per syd Based on the local enquiries, the land rate in the commercial area is much above Rs. 25,000 per sq.yd. Land Value for the present purpose is limited to 25,000 per sq.yd. conservatively since it is located in a prime locality.

Area of the plot	:	2,331 sq. yds.
Market rate	:	Rs. 25,000
Market value of the plotted area	:	2,331 sq. yds. x Rs. 25,000
	:	<b>Rs. 5,82,75,000</b>

**CERTIFICATE**

Certified that the fair market value of open land bearing Nos. 187/3 & 4/8 forming part of the land known as KARBALA MAIDAN admeasuring 2,331 sq. yds. (1,949 sq.m.) situated at Mahatma Gandhi Road, Secunderabad belonging to Shri Gurudev Ashram through registered settlement deed No. 1929/71, dt. 9-11-1971 on the file of the Sub-Registrar, Secunderabad. is Rs. 5,82,75,000 ( Rupees five crores eighty two lakhs seventy five thousand only).

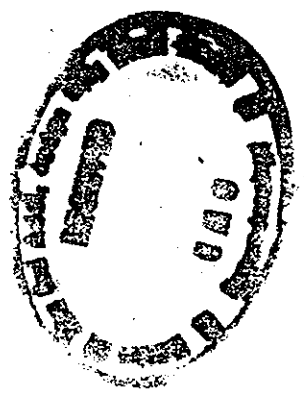


*R.S. Rama Chandra Murty 29/1/01*  
**R.S. RAMA CHANDRA MURTY**  
M. E., M. I. E., F. I. V.  
Govt. Registered Valuer  
38, S. B. I. Colony, New Bakaram  
Gandhi Nagar (P.O.), HYDERABAD - 50.

*(R.S. Rama Chandra Murty)*  
Subscribed To the Deed / Settlement

*(Signature)*  
S. Superintendent

1000



81 10917 / 201  
31-12-2001

Handwritten signature or initials inside a circle.

In the Court of the District Judge  
 C. C. C. Sec 8A  
 01258 by  
 PW  
 110201-31/12/01  
 T-T N  
 III Senior Civil Judge

at the Court Of the Additional  
 Chief Judge, C. C. C. Sec 8A  
 Central Copying Section

Secondary 29/05  
 C. A. 18/05  
 Present 2/3/05  
 R. G. 2/3/05  
 Charges 2/3/05 238  
 Receipt 2/3/05  
 Made 2/3/05  
 Copy 2/3/05

Handwritten signature and number 173.





10Rs.



12100 28/12/05 1005  
 S.No. 12100 Date 28/12/05 Rs. 1005  
 Name C. Balagopal Chandramouli  
 S/o. D/o. W/o.  
 For Whom Self  
 ANDHRA PRADESH  
 00AA 301749  
 K. SRINIVAS  
 V.L. No. 26/98, R.No. 39/2004  
 City Civil Court,  
 SECUNDERABAD.

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CITY CIVIL COURT: SECUNDERABAD.

C.S.No. 18 of 04

Between:

Gurudev Siddha Peeth

..Plaintiff

and

H.P. Constructions

..Defendent

Exhibit seal  
 IIIrd senior civil Judge,  
 Court of the City Civil Court: Sec'bad.  
 358 of 94  
 C.S.No. 18 of 04

Produced by: Rkskx Plaintiff

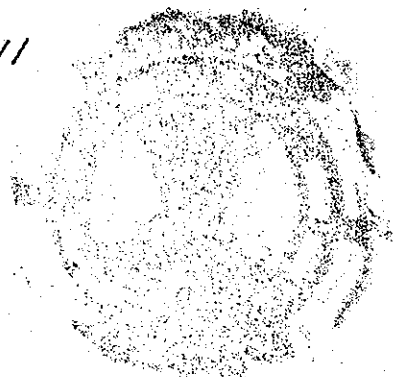
Admitted or proved by P.W.I on 31-12-01

Marked as Ex.X. 8

sd/- IIIrd senior civil Judge,

//Certified to be true copy//

C. Srinivas  
C. Srinivas



2005, Feb  
22 FEB 2005  
VC-SEC-BAD



HYDERABAD URBAN DEVELOPMENT AUTHORITY  
1-8-323, Paigah Palace, Police Lines, Secunderabad-500003.

-0-0-

D.P.A

Letter No. 8588/PD-1/HUDA/93

Dated: 21-7-93

To  
Sri Satish Medi Corp.  
Gurudev Siddapeet,  
D.No. 1-10-72/2/3, Begumpet,  
Hyderabad - 500 016.

EX 78

Sir/Madam,

Sub:- HUDA - Planning - C.H.U. - Light Industrial  
to Residential cum - commercial - Ranigummi  
Korba Maidan, Sec'bad - Reg. Pr. No. 5-4-187/3 & 4/8

Ref:- (1) Your application dated 21-6-93 addressed to the  
Principal Secretary to Government, M.A.&U.D.Deptt.  
(2) Govt.Lr.No. 1776/H/93-1 H.A., dated 2-7-93

.....

(1) The Government vide letter 2nd cited while forwarding a copy  
of your representation 1st cited, has sought for the remarks of  
Vice-Chairman, HUDA.

(2) In this regard you are requested to furnish the following ~~information~~ <sup>attest</sup>  
information immediately so as to enable this office to examine the  
matter and to send a suitable reply to the Government:

Copies

- (a) Copy of ownership documents, and advised  
to explain the ownership and U.H.C  
aspects, and also property held by  
Trust by filing a detailed written  
statements.

Received document copies  
for  
26/7/93

Yours faithfully,

*[Signature]*

for Vice-Chairman,  
HUDA

Copy to:

The Principal Secretary to Government,  
Municipal Admn. & Urban Dev. Department,  
Government of Andhra Pradesh,  
Secretariat, Hyderabad. for kind information.

In the Court of the III Senior Civil Judge  
C. C. C. SECUNDERABAD.  
Case No. 35894  
Produced by ..... on .....  
Admitted or Proved by P.M.O. on 27/7/93  
Marked as Ex. 78

*[Circular stamp with handwritten '30/1' and other marks]*

III Senior Civil Judge Secunderabad

the Court Of the Arizona.  
Chief Justice of the State  
Central Court Section

Specialist  
C. A. ... 28105  
Prosecutor ... 18105  
E. G. ... 24107  
George ... 22105 228  
Secretary  
Miss ... 27105  
Miss ... 713



10 Rs.



ఆంధ్ర ప్రదేశ్ / ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH 00AA 301750  
 S.No. 12401 Date 28/2/2005 Rs. 10/-  
 Name C. Bala Jagan K. SRINIVAS  
 S/o. Etc. Chennareddy mouli S.V.L. No. 26/98, R.No. 39/2004  
 For Witness SELF seen City Civil Court, SECUNDERABAD.

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CITY CIVIL COURT: SECUNDERABAD.  
 C.S.No. 18 of 04

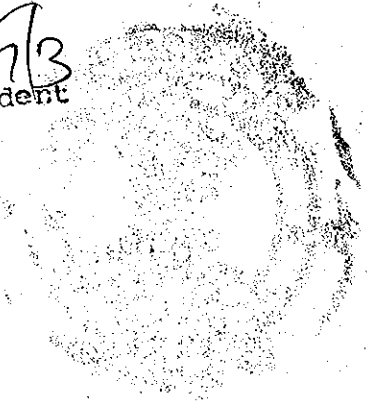
Between:  
 Gurudev Siddha Peeth ..Plaintiff  
 and  
 H.P. Constructions ..Defendant

Exhibit seal  
 IIIrd Senior civil Judge,  
 Court of the Addl. Chief Judge: C.C.C. Sec'bad.  
 353 of 94  
 C.S.No. 18 of 04

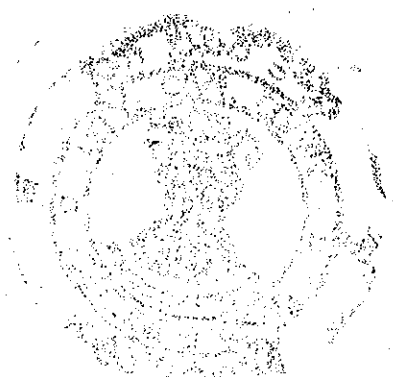
Produced by: Plaintiff  
 Admitted or proved by P.W.I on 31-12-01  
 Marked as Ex.X. 9

Sd/- IIIrd Senior civil Judge.

// Certified to be true copy //  
 10/7/05  
 C. Srinivas  
 C. Srinivas



2005 FEB  
28 FEB 2005  
VC-SEC'DAD  
006 187 2 188.



137

HYDERABAD URBAN DEVELOPMENT AUTHORITY  
1-8-323, Paigah Palace, Police Lines, Secunderabad-500003.

\*\*\*\*\*

D.F. A

Letter No. 85 88/PD-1/HUDA/93

Dated: 21-8-93

To  
The Principal Secretary to Government,  
Municipal Administration and Urban  
Development Department,  
Government of Andhra Pradesh,  
Secretariat, Hyderabad.

79

Sir,

Sub: HUDA - Remarks of V.C/H.U.D.A called for by  
Government with reference to application  
made by Sri Satish Modi, G.P.A. holder  
in Gurrudav Siddapeeth, for constructing  
residential-cum-Commercial Complex  
in pr. no. 5-4-187/3 and 4/8 in Sy. no. 44 Karbala  
Ref: 1) ~~Government letter No.~~ Maidan, Ranigunj - Sec'bad-Hy  
2) Govt. Lr. no. 1776/HU/93-H.A. dt 2-7-93.

3)

4)

3) Note file orders of V.C., HUDA at para 12,  
page 3, dated 17-7-93.

\*\*\*\*\*

1) The proposal for C.H.U. from light industrial  
use zone to residential-cum commercial for construction  
in Survey No. of Building Complex at pr. no. 5-4-187/3 & 4/8  
Premises No. in Survey no. 44, Karbala Maidan, Ranigunj,  
in village Sec'bad., has been examined.

2) The site is presently covered by Master Plan/Zonal  
Development Plan of for zone No I. (M.C-H Area).

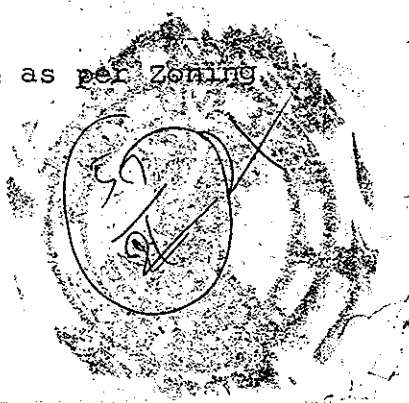
3) In the said plan the site is earmarked for Light and  
Service Industrial use zone.  
use zone.

4) The total extent of the site is 233.00 acres/  
Square Yards/Square Metres. The site is approached by an  
existing public road which is 22.96 metres wide. (ie prop. 100.0%)  
as per Z.P.P. for  
Zone NO. I.

5) The proposed activity is already permissible in the  
normal course/ OR

The proposed activity HYDERABAD permissible as per Zoning  
Regulations.

In the Court of the III Senior Civil Judge	
Case <u>33294</u>	
Produced by.....	on.....
Admitted or Excluded.....	on <u>6/9</u>
Marked as Ex. <u>79</u>	
III Senior	



6) The question of request for change of land use/Relaxation was examined.

7) The site was inspected by J.P.O. on 15.7.93.

8) The developments around the site are as follows:

- North side:- Existing 20'-0" wide Road. St Commercial complex bearing No. 4-187/S
- East side:- Existing 26'-0" wide passage and commercial complex
- West side:- 96'-0" Road (prop. 100-6) leads from bath Club to Sangaraiah park.
- South side:- Existing commercial complex no. 54-187/S

9) ~~77~~

9) The case was earlier examined by V.C/HUDA and the V.C./HUDA recommended/rejected the case to the Government.

10) The Government earlier had issued orders agreeing to/rejecting the case vide G.O. \_\_\_\_\_ dt: \_\_\_\_\_

Memo.No. \_\_\_\_\_ dated: \_\_\_\_\_

11) After examination of the application referred by the Government it is opined that change of land use/relaxation ~~is~~ may be desirable because of the following reasons:

~~Considered~~ The site under reference falls in new development commercial established <sup>area</sup> along the Ranigunj road, and on the rear side abutting to 100 ft wide road to Sangaraiah park. The request for residential-cum-commercial complex can be agreed, ~~subjected to~~ conditions that a green space of 3 m all around the complex be left so as to avoid the dust pollution of the main road ~~and~~ <sup>further</sup> set back as per ~~minimum~~ <sup>existing</sup> building layout and F.S.I. regulations to be followed <sup>along with</sup> latest building line Ruls.

This is generally subject to change of land use policy note dated 29-8-1992 and the conditions as mentioned in the Annexure.

contd..p3

*[Handwritten signature]*





12) The above remarks are forwarded to the Government for necessary action.

Yours faithfully,

for Vice Chairman.

DRAFT VARIATION:

The site in Survey Numbers

of (54-NP-4A) of Karbala maidan, village to an extent of 1949.00 Square Metres/Sq. Yards which is earmarked for Light and service industrial

use zone in the notified Master Plan/Zonal Development Plan for non-municipal area/Municipal area is now proposed to be designated as Local Commercial use zone.

SCHEDULE OF BOUNDARIES:

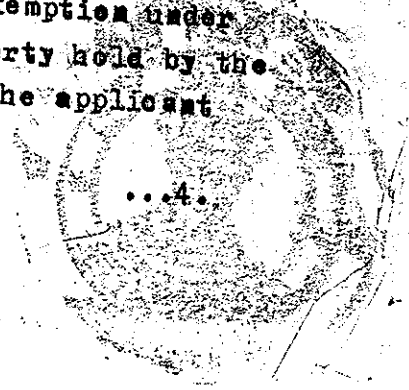
- NORTH -- Existing 20'0" wide road.
- SOUTH -- Existing commercial complex bearing pr. no. 5-4-187/5.
- EAST -- Existing 24'0" wide passage, and existing commercial complex bearing pr. no. 5-4-187/324.
- WEST -- Existing 96'0" wide road (prop. 100'0" wide road as per Z.O.P. for zone I) leads from boat club to sanjivash park.

Submitted for perusal and u/a.

B. Narasimh  
17/8/92

S.O. (R. H. V.)

XX The premises bearing No. 5-4-187/3 & 4/8 at Karbala Maidan, Raniganj measuring 2331 sq. yds. The applicant in this case is "Gurudev Siddapeet" (Trust). As per the copy of the letter dt. 2-2-93 on the Satish Modi claiming to be a G.P.A. holder of Gurudev Siddapeet has filed declaration under the Sec.6(i) of the Urban Land Ceiling Act and requested the Urban Land Ceiling Authorities to grant exemption under the Sec.19 of the Act, claiming that the property held by the Trust is exempted being a charitable Trust. The applicant



has not submitted any order passed by the Urban Land Ceiling Authority in this regard. The land is situated in the core area of the Hyderabad Urban Agglomeration, where Urban Land Ceiling Act applicable. Govt. may kindly pass appropriate orders after the declaration filed by the applicant is disposed of by UIC.

*S. V. S.*  
21-8-97

*3/2/18*  
*ADP*

*S. V. S.*

Serialized To Mr. T. S. Rao / Carhooop

*[Signature]*  
S. Superintendent

Received by	28/10/05
Checked by	18/11/05
Approved by	7/3/05
Checked by	26/05/05
Received by	27/10/05
Made Ready	
Copy Delivered to	

*[Signature]*  
S. Superintendent



10RS.



ఆంధ్ర ప్రదేశ్ / ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

00AA 301751

S.No. 12102 Date 28/2/2005 Rs. 10  
Name L. Bala Jopala  
S/o D/o W/o Chinnasa mouli  
For Whom Self

K. SRINIVAS  
S.V.L. No. 26/98, R.No. 39/2004  
City Civil Court,  
SECUNDERABAD.

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CITY CIVIL COURT: SECUNDERABAD.  
C.S.No. 18 of 04

Between:  
Gurudev Siddha Peeth  
H.P. Constructions

and  
..Plaintiff  
..Defendent

Exhibit seal  
IIIrd Senior civil Judge,  
Court of the City Civil Judge: C.C.C. Sec'bad.  
358 of 94  
C.S.No. 18 of 04

Produced by: Plaintiff  
Admitted or proved by P.W.I on 31-12-01  
Marked as Ex.X. 10

Sd/- IIIrd Senior civil Judge.

//certified to be true copy//

*[Signature]*  
C. S. Srinivas



2005, Feb  
28 FEB 2005  
VC-SEC'DAD  
0016 (87, 2-10-05)

RECEIVED  
FEB 28 2005  
VC-SEC'DAD

RECEIVED  
FEB 28 2005  
VC-SEC'DAD



141

X10

CONDITIONS subject to which modification to Plan/Relaxation of Zoning Regulations is recommended vide HUDA letter No. 8500/PN, HUDA/02, dated 21-8-93 for Premises No./Survey No. 5-4-107/3 & 4/a, (Sy.No. 44) of Karbala masjid Panigay village.

\*\*\*\*\*

1) PAYMENT OF DEVELOPMENT CHARGES TO HUDA:

The applicant shall pay an amount of Rs. 7,796-00/- (Rupees seven thousand seven hundred and ninety six only) towards Development Charges to HUDA through challan in Indian Overseas Bank, Himayatnagar Branch/HUDA Extension Counter and submit a challan to this effect to the Government and HUDA before issue of final orders.

2) PAYMENT OF PROCESSING FEES TO HUDA:

The applicant shall pay Processing Fees of Rs. 2000-00/- (Extent of land 2331.00 sq.m or 1949.09 to HUDA before issue of final orders. sq.m)

3) CONDITIONS IN CASE OF ISOLATED DEVELOPMENT:

No water supply, drainage, electricity, roads and other services may be extended by Government agencies.

4) PAYMENT OF GREEN BELT CHARGES TO HUDA:

If the Government decide to effect the modification to plan/Relaxation to Zoning Regulations, then the applicant shall pay Green Belt charges to HUDA @ Rs.4/- per Square Metre of land before final orders of Modification to Plan/Relaxation to Zoning Regulations, are issued by the Government.

5) HANDING OVER OF 10% ADDITIONAL AREA FOR OPEN SPACES:

The party shall hand over 10% of the total site area for open spaces free of cost to HUDA/local body before obtaining permission. This shall be in addition to the mandatory open spaces and the land to be left for public amenities to be left as per layout regulations/rules.

6) COMMITTEE FOR GOVERNMENT LANDS IN CONSERVATION/RECREATION ZONES:

The Committee in its meeting held on \_\_\_\_\_ has resolved

"

In the Court of the III Senior Civil Judge

C. B. C. SECUNDERABAD

Produced by \_\_\_\_\_ on \_\_\_\_\_

Admitted or Produced by \_\_\_\_\_ on \_\_\_\_\_

Marked as Ex. X10

III Senior Civil Judge

(Handwritten signature/initials)



The applicant shall obtain prior permission from HUDA before undertaking any development in the site under reference.

Conditions in respect of Commercial/Industrial uses:

- i) the applicant shall ~~be left~~ <sup>leave a minimum</sup> ~~the~~ 3.00 mts green space all around the complex, so as to avoid dust pollution of the ~~main road~~.
- ii) ~~And~~ the applicant shall be left <sup>leave</sup> necessary set back as per latest building line rules, and ~~the~~ F.S.I. regulations to be followed strictly as per G.O. No. 310, H.A., DT 11-5-92 (ie amendment to the G.O. No. 75, H.A., DT 6-2-92)

B-1204/10  
17/8/92

9) The applicant shall obtain Urban Land Ceiling Clearance from the Special Officer and Competent Authority, Urban Land Ceilings wherever applicable.

10) Other Conditions, if any:

- i)
- ii)

Sanctioned To Be Done / Carriage  
*[Signature]*  
S. Subramanian

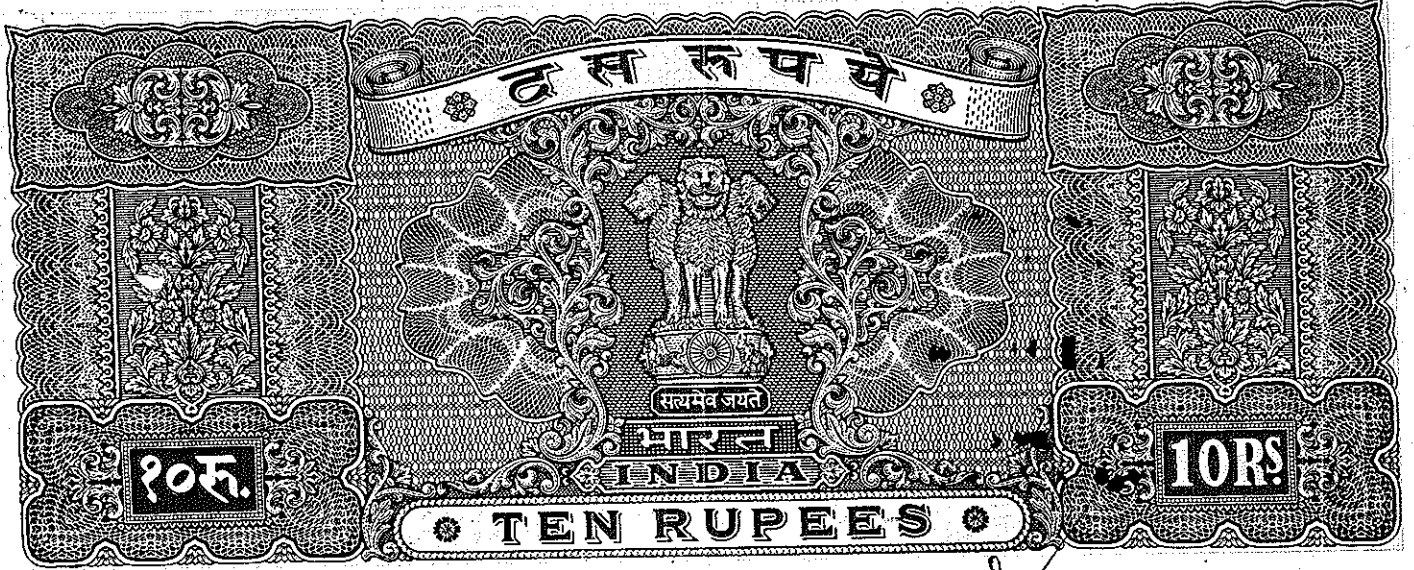
Chief Justice, C. C. Sec 843  
Central Registry Section

Secretary	29/105
C. A.	18/105
Principal	23/105
Asst. Secy	7/105
Asst. Secy	23/105
Asst. Secy	7/105

*[Signature]*



10 Rs.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

00AA 301752

S.No. 12110 Date 28/02/04 Rs. 10/-  
Name C. Pala Chaitanya  
S/o. D/o. W/o. Chavellamam  
For Whom

K. SRINIVAS  
S.V.L. No. 26/98, R.No. 39/2004  
City Civil Court,  
SECUNDERABAD.

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CITY CIVIL COURT: SECUNDERABAD.  
C.S.No. 18 of 04

Between:  
Gurudev siddha peeth ..Plaintiff  
and  
H.P. Constructions ..Defendent

Exhibit seal  
IIIrd senior civil judge,  
Court of the Addl. Chief Judge: C.C.C. Sec'bad.  
358 of 94  
C.S.No. 28 of 04

Produced by: Plaintiff  
Admitted or proved by P.W.I on 31-12-01  
Marked as Ex.X. //

sd/- IIIrd senior civil judge.

//certified to be true copy//

C. Srinivas  
C. Srinivas



ಪಂಚ್ಯ ಕೊಠಿ  
ಅಧ್ಯಕ್ಷರ ಕಛೇರಿ  
22 FEB 2005  
VC-SEC'DAR  
ಕೆ.ಆರ್.ಪೇಟೆ, ಬೀದರ್.





BY REGISTERED POST

1324

711

HYDERABAD URBAN DEVELOPMENT AUTHORITY  
1-8-323, PALAGH PALACE, POLICE LINES, SECUNDERABAD-3.

D.F.A

Letter No: 8588/PP/4000/93

Date: 19-5-94

Handwritten initials in a circle.

To  
Sri Satish Meadi, C.P.A. Holder  
Guzder Siddapeeth  
NO. 1-10-72/2/3, Basarpet  
Hyderabad - 500016.

Sir/Madam,

In the Court of the III Senior Civil Judge	
C. C. C. SECUNDERABAD.	
Case No. <u>OS 358/94</u>	
Produced by.....	on.....
Admitted or Proved by.....	on.....
Marked as Ex.....	.....
III Senior Civil Judge	

DESPATCHED

Sub:-HUDA-Planning -Change of land use in <sup>Prmo</sup> ~~Site~~ 5-4-187/3 & 4/8 of Kankela Maldan <sup>Ranigum</sup> village  
- Payment of Development charges, Green Belt charges - Processing charges called for- Regarding.

Ref:-1. Govt. Memo. No. 1776/144 93-4. M. A  
dated 27-4-94

-0-

In the Memo cited, the Government have issued draft variation for modification to plan in respect of the site under reference, with the intention of calling objections and suggestions from public through Gazette notification. In the memo one of the conditions for modification to plan in the payment of development and other charges to HUDA for the site under consideration. You are therefore requested to remit the following amounts in favour of the Vice-Chairman, HUDA within a period of three weeks from the date of receipt of this letter in Indian Overseas Bank, Himayatnagar Branch at the HUDA extension counter in separate challsn.

- i) Development charges Rs. 7796200
- ~~ii) Green Belt Charges Rs. \_\_\_\_\_~~
- iii) Processing charges Rs. 2000200

If you fail to remit the above amounts within the stipulated time, the Government will be informed to close the case on account of non-payment of prescribed charges. The above charges except the Processing Charges are refundable without any interest in the event of Government not agreeing to the proposed modification to plan, within three weeks of the applicant making an application to HUDA for such refund enclosing an attested copy of such rejection order issued by the Government.

Yours faithfully,

[Signature]  
for VICE-CHAIRMAN.

12554

19/5  
SOD

Notified by Time Zone & Calendar

the Court of the Admirals.

Chief Clerk, C. C. Sec. 2nd

Centre, 1st Section

Subscribed

C. A. No. 291/05

Presented on 18/1/05

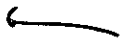
E. G. called on 7/2/05

Change Proposed 7/3/05

Receipt on 23/1/05

Made Ready on 7/2/05

Handwritten notes and signatures including dates 291/05, 18/1/05, 7/2/05, 7/3/05, 23/1/05, and 7/2/05, along with a signature and the number 713.





ఆంధ్ర ప్రదేశ్ | ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH 00AA 301729  
 S.No. 12080 Date 28/2/2005  
 Name C. Bala Gopal Chandramouli  
 S/o. D. Srinivas  
 For Whom Self

**K. SRINIVAS**  
 S.V.L. No. 26/98, R.No. 39/2004  
 City Civil Court,  
 SECUNDERABAD.

IN THE COURT OF THE I ADDL. CHIEF JUDGE, CITY CIVIL COURT, SECUNDERABAD.  
 C.S.No. 18 of 04

Between:

Gurudev sidha reeth

..Plaintiff

and

H.P. Constructions

..Defendant

Exhibit seal  
 IIIrd senior civil judge,  
 Court of the Addl. Chief Judge, C.C.C. Sec'bad.  
 358 of 94  
 C.S.No. 18 of 04

Produced by: Plaintiff

Admitted or proved by P.W.I on 31-12-01

Marked as Ex.X. 12

Sd/- IIIrd senior civil Judge.

//certified to be true copy//

C. Srinivas

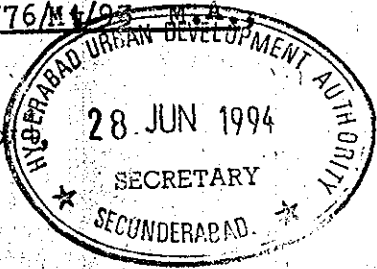
30682 F005  
22 FEB 2005  
VC-SEC'BAO  
0063087. 22005.



Government of Andhra Pradesh  
Municipal Administration & Urban Development Department

Letter No. 1776/M1/93

To: K. Manikya Rao,  
Asst. Secretary to Govt.  
Hyderabad.



To: The Vice-Chairman,  
Hyderabad Urban Development Authority,  
Hyderabad.

Sir,

Hyderabad dated 13th June, 1994

Sub:- MCH - Change of land use from residential use to commercial use in Pr.No. 5-4-187/3 & 4/8 at Karbala Naidan, Ranigunj, Secunderabad - Draft variations - Reg.

- Ref:- 1) From the VC, HUDA lr.No. 8588/PD1/HUDA/93 dated 21-8-93.
- 2) Govt. Memo. No. 1776/M1/93-4 MA dated 27.4.94.
- 3) From Sri Satish Modi repn. dt. 24.5.94.

...

I am directed to enclose herewith a copy of the representation of 3rd cited and request you to offer your remarks in the matter immediately.

Yours faithfully,

*[Handwritten signature]*  
for Addl. Secretary to Govt.

In the Court of the III Senior Civil Judge  
C. C. C. SECUNDERABAD.  
Case No. 358/94  
Produced by ..... on .....  
Admitted or Proved by P. V. S. Rao on 27.6.94  
Marked as Ex. 12  
III Senior Civil Judge



*[Handwritten initials]*

Certified To be True Xerox / Carbon

*[Handwritten signature]*  
S. Superintendent



*[Handwritten initials]*

*PD. 1*

*Acting Secy to Govt.  
27-6-94*

Court of the Additional  
Chief Judge, C. C. Sec Bad  
Central Copying Section

Secunderabad 29/10/05  
C. A. No. 181/05  
Proceedings 2/3/05  
B. C. No. 238/05  
Charge No. 2/3/05  
Receipt No. 2/3/05  
Made Good by  
Sd/-  
6



10RS.



ఆంధ్ర ప్రదేశ్ / ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH  
12079 28/2/2005  
S.No. Date Rs.  
Name C. Bala Gopal  
S/o. D/o. Chandra mouli  
For Whom SELF

00AA 301728

K. SRINIVAS  
S.V.L. No. 26/98, R.No. 39/2004  
City Civil Court,  
SECUNDERABAD.

IN THE COURT OF THE I ADDL. CHIEF JUDGE, CITY CIVIL COURT, SECUNDERABAD.

C.S.No. 18 of 04

Between:

Chandraya siddha reeth

..Plaintiff

and

H.P. Constructions

..Defendant

Exhibit seal  
IIIrd senior civil Judge,  
Court of the I Addl. Chief Judge, C.C.C. Sec'bad.  
35B of 94  
C.S.No. 22 of 04

Produced by: Riskx Plaintiff

Admitted or proved by M.N.I on 31-12-01

Marked as Ex. 13

sd/- IIIrd senior civil Judge.

//certified to be true copy//

C. S. Srinivas



சென்னை போலீஸ்  
பெரியகோட்டை காவலகம்  
22 FEB 2005  
VC-SEC-BAD  
சென்னை, திருச்சி.





97  
Dt. 24-5-1994

From:  
Satish Modi,  
G.P.A. Holder,  
Gurudev Siddhapeth,  
1-10-72/2/3,  
Begumpet,  
Hyderabad.

To  
Prl. Secretary to Government,  
Municipal Administration & Urban Development,  
A.P. Secretariat,  
HYDERABAD.

In the Court of the III Senior Civil Judge  
C. C. C. SECUNDERABAD.  
Case No. 25358/94  
Produced by ..... on .....  
Admitted or Proved by P. V. on 29/5/94  
Marked as Ex. 713  
III Senior Civil Judge

Dear Sir,

Ref:- Your Memo No. 1776/M1/93-4 MA dt. 27.4.1994.  
Sub:- Change of land from light industrial to Residential cum-Commercial use in 5-4-187/3 & 4/8, Karbala Maidan - Reg.

\*\*\*\*\*

We are grateful to the Government for issuing orders in the memo cited, site approving the change of land use from light industrial zone to residential-cum-commercial use in respect of Pt.No.5-4-187/3 & 4/8 and issuing a notification calling for objections. In this connection we may be permitted to make the following representations for favourable consideration of the Government. In the draft variation it is mentioned that the change of land use will be subject to the conditions:

- 1) that a minimum green space of 3 Mts. all around the complex be left so as to avoid the dust pollution.
- 2) that necessary set-backs as per Government orders on FSI Regulations to be followed along with latest building line rules.

It is submitted that the width of the site itself is 115 and if 3 Mts. is to be left in addition to the set-backs the land available will be hardly sufficient for constructing the complex. Virtually more than 50% of the land will be covered by the suggested minimum green space and the set-backs. The conditions imposed are too hard and unrealistic. However, the space to be left out under setbacks will be utilised for developing the green space and there is no justification for insisting on leaving 3 Mts. separately for this purpose. I therefore, request the Government kindly reconsider the matter and delete the conditions regarding minimum green space of 3 Mts. with the stipulation the space available under the complex will be developed green space provided within the set-backs.

We shall be grateful if early orders are issued in this regard so that we can submit necessary drawings and building plans to the Municipal Corporation of Hyderabad for approval.

Yours faithfully,

Satish Modi  
(Satish Modi)

Supreme Court Of the Adirondacks.

Chief Judge, C. C. See Bae

Central Copying Section

Reconsidered

C. A. No.

29/105

Presented on

18/105

R. C. Called on

7/3/05

Charge Granted

7/2/05

28

Receipt on

7/2/05

Visit

7/2/05

7/2/05

7/2/05

7/2/05



10 Rs.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

00AA 301722

S.No. 12073 Date 28/2/2005  
Name C. Balagopal  
S/o. D/o. Who Chandramauli  
For Whom Self

K. SRINIVAS  
S.V.L. No. 26/98, R.No. 39/2004  
City Civil Court,  
SECUNDERABAD.

IN THE COURT OF THE I. ADDL. CHIEF JUDGE: CITY CIVIL COURT: SECUNDERABAD.  
C.S.No. 18 of 04

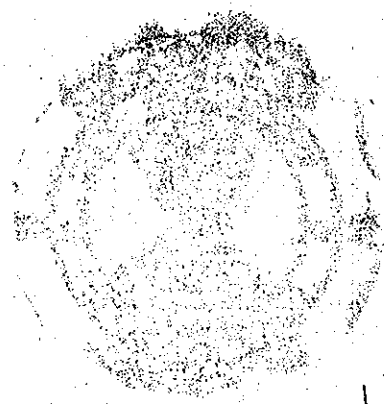
Between:  
Gurudev sidha peeth and H.P. Constructions  
..Plaintiff  
..Defendent

Exhibit seal  
IIIrd Senior civil Judge,  
Court of the I. Addl. Chief Judge: C.C.C. Sec'bad.  
358 of 94  
C.S.No. 18 of 04

Produced by: Plaintiff  
Admitted or proved by P.W.I on 31-12-01  
Marked as Ex.X.14

Sd/- IIIrd Senior civil Judge.

//certified to be true copy//  
C. Srinivas  
73  
C. Srinivas



2006, 2005  
22 FEB 2005  
VC-SEC'DAD  
006 0000, 0000.

2006, 2005  
2006, 2005  
2006, 2005



D.F.A

Ln no 8588 / PDI / WDA / 93

-140-

~~24-8-94~~

20-10-94

The pr. Secy to Cr. J.  
M. A. U. D. Dept.

Secy - of A  
Secretariat,  
Hyd.

In the Court of the III Senior Civil Judge	
C. C. C. SECUNDERABAD.	
Case No.	OS 358/94
Produced by	..... on .....
Admitted or Proved by	P. V. J. on 6/11/94
Marked as Ex.	X / Y
III Senior Civil Judge	

Handwritten initials and a circle containing '1'.

Sir

Subj: - WDA - planning - C.C.U. from residential use to commercial use in pr. no. 5-U-187/3 and 4/8 at Karala Maidan, Kanyamp, Secunderabad - Dept.

- Ref: - 1) Tlo ln no. 8588 / PDI / WDA / 93 - dt 21-8-93
- 2) Cr. J. ln no. 1776 / M / 93 - dt 13-6-94
- 3) Fr along with representation of Sathish made dt 24-5-94

I invite kind attention

The applicant has requested to delete the conditions regarding the minimum green space of 3 Mtrs, and set back as per G.O. order dt 17-5-94. The request has been examined.

In view of the above the Cr. J. has specified that the conditions may be deleted as per regulations.

Hence the request of the applicant to delete condition may be granted.

10-8-94

10/8/94

7/12/94  
P. V. J.

ATTACHED

Signature and official stamp of the court.

4

the Court of the Admiralty.

Chief Judge, C. C. C. Sec 2nd

Central Shipping Office

Secunderabad

C. A. No. 29/05

Presented on 18/1/05

E. G. Gadhigal 2/3/05

Charges Paid 2/3/05 23/1/05

Receipt no.

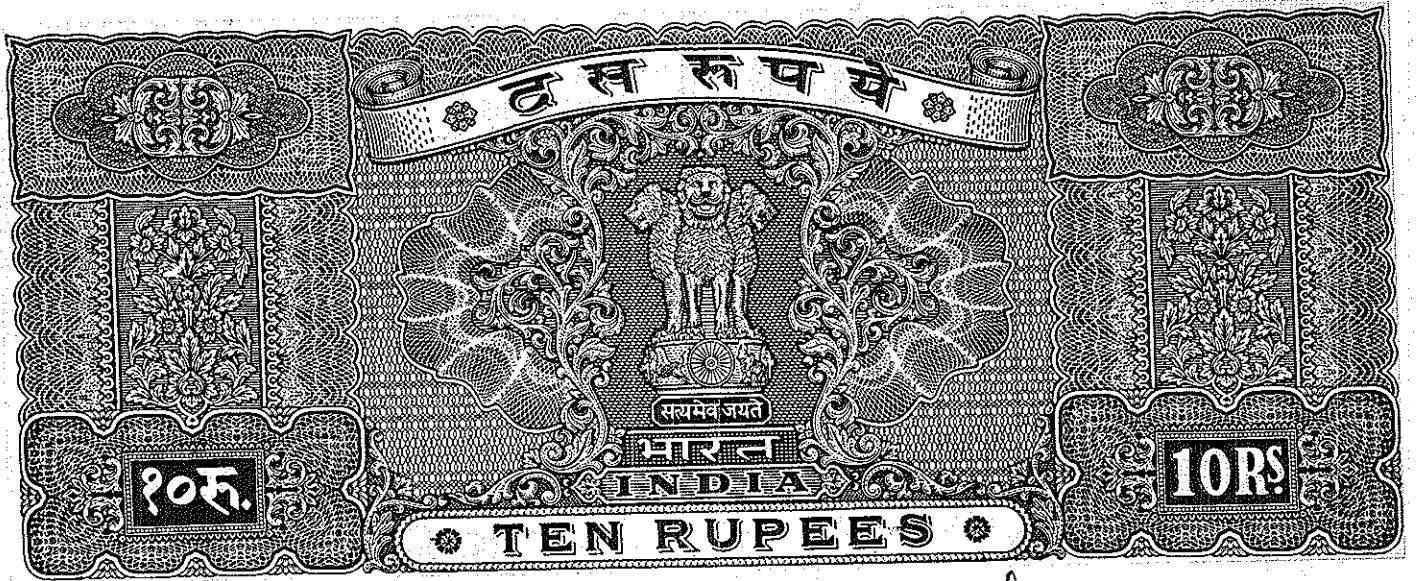
Made Ready on 2/3/05

Copy Delivered on

*[Handwritten signature]*  
E. G. Gadhigal



10RS.



ఆంధ్ర ప్రదేశ్ | ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH 00AA 301733  
 S.No. 12084 Date 28/2/2005  
 Name C. Bala Gopal Chandramouli  
 SELF sevha  
 K. SRINIVAS  
 S.V.L. No. 26/98, R.No. 39/2004  
 City Civil Court,  
 SECUNDERABAD.

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CITY CIVIL COURT: SEC'BAD.

C.S.No. 18 of 04

Between:

Gurudev siddha peeth

..Plaintiff

and

H.P. constructions

..Defendant

Exhibit seal

Court of the IIIrd Senior civil Judge: C.C.C-Sec'bad.

C.S.No. 358 of 04

Produced by: Defendant

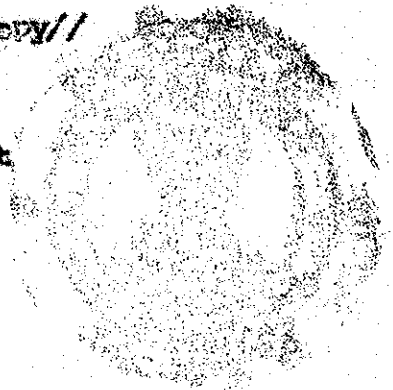
Admitted or proved by P.W.I on 2-1-03

Marked as P.W. 1/15

sd/- IIIrd senior civil judge,

// certified to be true copy //

*[Signature]*  
C.S. Superintendent



ಸಂಖ್ಯೆ ಕಂಠ  
ವಿಜಯವರ್ಧನಾ ಸಂಸ್ಥೆ  
22 FEB 2005  
VC-SEC'DAS  
ಕಂಪ್ಯೂಟರ್, ಶಿವಮೊಗ್ಗ.





D\_R\_A\_F\_T

-148  
H2

Lr.No. 8588/PD1/HUDA/93

Dated 31-5-2000

**DESPATCHED**

To  
Sri Satish Modi,  
GPA Holder,  
Gurudev Siddapeet,  
1-10-72/2/3, Begumpet,  
Hyderabad - 500016.

CO  
t/gp

Sir,

X15

Sub:- HUDA - Planning Department - Change of land use in Pr.No. 5-4-187/3 and 4/8 at Karbala Maidan, Ranigunj, Secunderabad from residential use to Commercial use - Reg.

- Ref:-
- 1) Govt. Lr.No. 1776/M1/93-1 MA., dt. 2.7.93.
  - 2) HUDA Lr.No. 8588/PD1/HUDA/93, dt.21.8.93.
  - 3) Govt. Memo No. 1776/M1/93-4 MA., dt. 27.4.94.
  - 4) HUDA Lr.N. 8588/PD1/HUDA/93, dt. 19.5.94.
  - 5) ~~xxxxxx~~ HUDA Lr.No.5527/MP1/HUDA/96, dt.11.4.97
  - 6) G.O.Ms.No. 248 MA., dt. 28.4.2000.

--:00:--

This office has issued a demand notice for payment of Development charges for the change of land use for the above site vide reference 4th cited and you have not paid the same till today.

As per the orders issued in the G.O.Ms.No. 248 MA dt. 28.4.2000, the Govt have withdrawn all the draft variations issued before 31.3.99 where in the applicants have not paid the required development charges.

Hence, your file for change of land use for the above site is hereby closed and no further correspondence is entertained.

Yours faithfully,

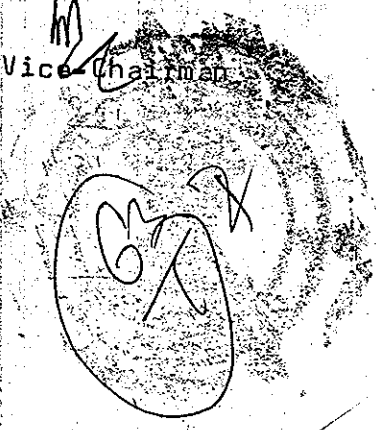
SA  
29/5

AO  
29/5

40mm  
31/5  
30/5

for Vice Chairman

In the Court of the III Senior Civil Judge  
C. C. C. SECUNDERABAD.  
Case No. OS 332/94  
Produced by.....on.....  
Admitted or Proved by P. V. S. R. S. on 29/5  
Acted as Ex. HS  
III Senior Civil Judge



Notified To Be Kept Secret / Carboncopy

Superintendent

the Court of the Admiralty  
Chief Judge of the Admiralty  
Central Shipping Section  
Receivéd  
C. A. R. 28/105  
Presented on 18/105  
E. G. on 5/3/05  
Charges Proposed 7/3/05 No 2586  
Receipt on 7/3/05  
Made ready on 7/3/05  
Delivered on 7/3/05



10RS.



12078 28/2/2005  
 S.No. Date ANDHRA PRADESH 00AA 301727  
 Name C. Bala Gopal  
 S/o. Chandramouli  
 For Self

K. SRINIVAS  
 S.V.L. No. 26/98, R.No. 39/2004  
 City Civil Court,  
 SECUNDERABAD.

IN THE COURT OF THE HON. CHIEF JUSTICE: CITY CIVIL COURT: SECUNDERABAD.

C.S.No. 18 of 04

Between:

Gurudev Siddha tooth

..Plaintiff

and

H.P. Constrictions

..Defendant

Exhibit seal  
 IIIrd senior civil judge,  
 Court of the Hon. Chief Justice, C.C.C. Sec'bad.  
 358 of 94  
 C.S.No. 18 of 04

Produced by: Plaintiff

Admitted or proved by P.W.1 on 31-11-01

Marked as Ex.X 16

sd/- IIIrd senior civil judge.

//certified to true copy//

Court clerk



2005 2005  
22 FEB 2005  
VC-SEC-BAD  
2005 2005



DIR ACE I

Lr.No. 8588/PD1/HUDA/93

Dated 7-5-2000

DESPATCHED

To  
The Prl. Secy. to Govt.,  
M.A. & U.D. Dept.,  
Govt. of A.P.,  
Secretariat,  
Hyderabad.

X16

Sir,

Sub:- HUDA - Planning Department - Change of land use  
in Pr.No. 5-4-187/3 and 4/8 at Karbala Maidan,  
Ranigunj, Secunderabad from residential use to  
Commercial use - Reg.

In this Court of the III Senior Civil Judge  
C. C. C. SECUNDERABAD.  
Case No. 232 relay  
Produced by ..... on .....  
Admitted or Proved by .....  
Marked as Ex. X16

- 1) Govt.Lr.No. 1776/M1/93-1 MA., dt. 2.7.93.
- 2) HUDA Lr.No. 8588/PD1/HUDA/93 dt. 21.8.93.
- 3) Govt.Memo No. 1776/M1/93-4 MA., dt. 27.4.94.
- 4) HUDA Lr.No. 8588/PD1/HUDA/93, dt. 19.5.94.
- 5) HUDA Lr.No. 5527/MP1/HUDA/96, dt. 11.4.97.
- 6) G.O.Ms.No. 248 MA., dt. 28.4.2000.

--(oo)--

Kind attention of the Govt. is invited to the  
III Senior Civil Judge  
subject and references cited.

Lr.A  
Sati

The Govt. have issued Memo vide ref. 3rd cited,  
and this office has issued demand notices vide ref. 4th  
cited. The applicant has not paid the required amount  
and the same has been informed to the Govt. vide this  
office Lr. 5th cited above.

Vide ref. 6th cited above, the Govt. have issued  
G.O. 248 wherein the Govt. have withdrawn all the draft  
variations (Notifications) issued for change of land use on  
or before 31.3.99 and which are pending for issue of confir-  
mation orders due to non-payment of prescribed development  
charges/conversion charges by the applicant.

Accordingly, the file has been closed in this  
office and informed to the applicant vide letter dt. 5-5-2000.  
Hence, the Govt. are requested to take necessary action  
at your end.

Yours faithfully,

for Vice-Chairman

Appointed To Be Vice-Chairman / Chairman

S. Superintendent

SA

AD 30/5/00

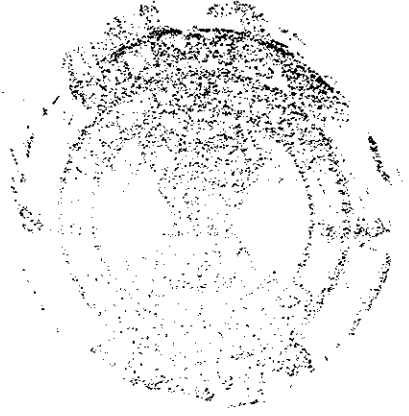
52/1

145

1st Court Of the Sessions  
Chief Judge, Sec 3rd  
Central Booking Office

Detainer # 29105  
C. A. No. 181105  
Presented 7/2/05  
E. C. # 76105  
Charges Reported 7/2/05  
Receipt no. 2386  
Made Ready on  
Key Delivered on

*[Handwritten signature]*  
7/3



Deposition of witness

In the court of the III Sr. Civil Judge, city civil court, Sec'bad

D.C.No. 358/94

Witness No. P.W.1

For plaintiff/Defendant

Solemnly affirmed by Sri M. Chalapati Rao, III Senior Civil Judge  
city civil court, Secunderabad under provisions of Act 44/69

On this the 30th day of August, 2001

Name of the witness : Satish Modi  
Father's name : Manilal Modi  
Occupation : Business  
Aged about : 58 yrs  
Resident of : plot No.280, Rd.No.25, Jubilee hills, Hyd.

Examination in chief

Date: 30.8.2001

I am the 2nd plaintiff in this suit.

I am the authorised representative of the first plaintiff.

The first plaintiff is a public Charitable trust registered  
Bombay  
under ~~Govt.~~ Public Trust Act. The suit schedule property

bearing premises No.187/3 and 4/8 situated at Karbala Maidan,  
Sec'bad adm.2331 sq.yds belonged to the first plaintiff.

Originally, I was the owner of the said property. I purchased

the said property under two registered sale deed, of 1961 and 1962.

I donated the said premises ~~in favour of~~ <sup>to</sup> the first plaintiff

in 1971. The property was donated to the first plaintiff for

purposes mentioned in the ~~first~~ <sup>trust</sup> deed. The name of the first

plaintiff at the time <sup>when</sup> the property was donated to it was

known as "GURUDEV ASHIRAM" belonging to Sri Mukteshwar Trust.

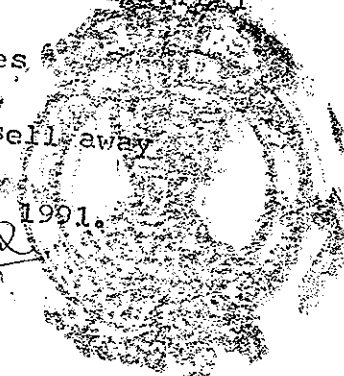
Subsequently, it was amalgamated and was known as "GURUDEV SIDDAPET"

Apart from this, my family donated several other properties

to the same trust. <sup>when</sup> ~~Now~~ the first plaintiff intended to sell away

the schedule premises, ~~and~~ <sup>and</sup> I agreed to purchase it in 1991.

Satish Modi



Permission was obtained from the Charity Commissioner and  
under Sec.37 of I.T.Act. The sale in my favour is not  
yet completed. The defendant agreed to purchase the said  
property for a consideration of Rs.70,85,000/- from ~~the~~  
both the plaintiffs. An agreement was also executed .  
An advance money of Rs.12,00,000/- was paid by the defendant  
to us. We delivered possession of the suit property to the  
defendant.

Further chief examination ( to be continued) at request.

*Satish Moh*

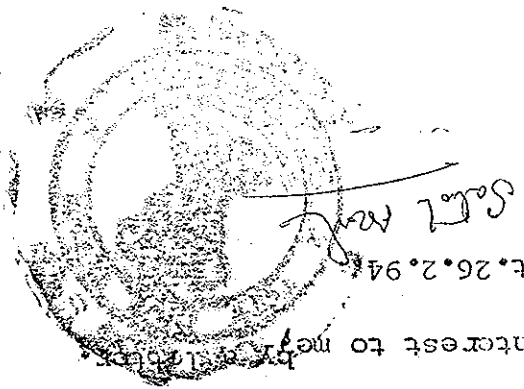
Interpreted  
acknowledged by *am*  
*am*  
ASSISTANT

Witness is resumed on solemn affirmation for further  
examination-in-chief on 26.9.2001

2. The original of the Agreement dt.18.12.92  
is with the defendant. A copy of the agreement signed by both  
the parties is filed into the court. A letter was executed by  
the defendant and the plaintiff evidencing the delivery of <sup>possession</sup> receipt  
dt.18.12.92. <sup>delivery</sup> Ex.A1 is the letter/evidencing the receipt of the possession of  
property. The balance of Rs.58,85,000/- is to be paid on or before  
18.12.93. It is stipulated in the agreement that if in case the  
balance of sale consideration was not paid on or before 18.12.93,  
they are liable to pay interest at 1% per mensem payable in advance  
for every quarter. If the balance is not paid within 22 months  
the interest at <sup>13</sup> 22% x 18% p.a. is to be paid in advance every quarter.

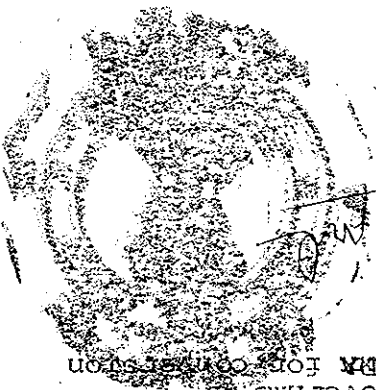
*Satish Moh*





for conversion of the use of the land, the permission from  
 LIC authorities is not necessary. In fact, the application  
 has to be made by the plaintiff and the defendant has to  
 cooperate for it by signing the necessary papers. The  
 authority sent me a letter calling upon me to pay a sum  
 of Rs. 9,796/- in all for processing the application for change  
 of use. Ex. A5 is the letter dt. 19.5.94. Pursuant to my  
 representation, the Government issued a G.O. by way of a draft  
 notification for conversion of the use of the land. Ex. A6 is the  
 copy of the said notification dt. 27.4.94. The draft notification  
 contains certain terms and conditions for effecting that  
 conversion. The amount of Rs. 9,796/- is to be paid by the  
 defendant. But he did not pay the said amount. The defendant  
 sought for relaxation of the conditions. Government did not  
 agree for it. Ultimately, the permission for conversion was  
 withdrawn.

4. The defendant has to prepare the plan for construction  
 to be made in the schedule property. I am only to sign the  
 application. At the instance of the defendant, I filed an  
 application in Municipal Corporation. As it was against the  
 bye-laws, the said application was rejected. I applied for rela-  
 xation of the conditions to the Government. But, the Government  
 rejected. Ex. A7 is the letter dt. 27.3.95. The defendant did  
 not pursue for conversion of use of land in the Government or  
 for permission from the Municipal Corporation. I reminded the  
 defendant about the nonpayment of the interest to me. Ex. A8 is the  
 office copy of the letter dt. 26.2.94.




5/21/75

He further agreed that the balance of sale consideration has to be paid within 38 months in any event. On the failure of the payment of the balance of sale consideration within 38 months as stipulated, the agreement stands cancelled. Even if the interest is not paid in advance for any two quarters, the Agreement stands cancelled. The defendant did not pay the balance of sale consideration within the time stipulated, ~~therefore~~. He did not also pay interest as stipulated. Therefore, the Agreement stood cancelled. ~~3. On the part of the defendant, he has to obtain~~ <sup>we have</sup> Income tax clearance certificate and UIC permission for the authorities. No time limit is fixed to obtain the above statutory permissions. I made an application to get the above permissions. I also obtained the said permissions. A copy of Income tax clearance certificate was also sent to the defendant. Ex. A2 is the copy of Income tax clearance certificate received by me. Ex. A3 is the letter at 16.3.93 enclosed to Ex. A2. Ex. A4 is the copy of the letter at 2.2.93 addressed to UIC authorities <sup>of Kalyan</sup> bearing the acknowledgment of authorities. I also obtained the permission ~~from the authorities~~ <sup>under</sup> ~~from the authorities~~ and I sent the same to the defendant. At the time of the execution of the agreement, the land was ear-marked for "light industrial use". The defendant agreed to purchase it for commercial residential use. For that, he has to seek permission from the Government. ~~Government~~ of the Industrial use to Commercial use.

The defendant issued an un-dated reply without reference to Ex.A8. Ex.A9 is the un-dated reply in original. I sent a rejoinder to Ex.A9 . Ex.A10 is the office copy of the said rejoinder dt. 28.3.94. Ex.A11 is the reply given by the defendant on 31.3.94. Exs.A12 to A14 are the further correspondence between the plaintiff and the defendant dt.16.8.94, 1.9.94 and 26.9.94 respectively. The contention of the defendant that I did not deliver the possession of the entire schedule property is not correct. The contentions raised by the defendant in his letters A14 are not true.

5. The terms of the Agreement between me and the plaintiff No.1, Gurudev Siddapeet and ~~that of~~ the agreement between the plaintiffs and the defendant are identical. The purpose of agreeing to sell the schedule property is to fulfil my obligations with the first plaintiff. As a result of the defendant committing the breach of the agreement, I forced my sons to sell their properties to comply with the terms of the agreement between me and the first plaintiff. On account of the defendant not performing his part of the contract, I have to pay interest of Rs.13,00,000/- to the first plaintiff. Except the excavation, the defendant did not carry out any construction activity in the schedule property. It is not true to say that the defendant could not carry out the construction on account of underground drainage.

6. The present market value of the property is about 4 crores. I filed the market value certificate issued by Registration department. Ex.A15 is the said certificate dt.19.9.2001. The defendant

Satswaj  


committed default of the terms and conditions of the contract. Hence, I pray for re-delivery of possession of the schedule property and also for permanent injunction as prayed for.

Cross examination (deferred)

*Satish Mal*

Interpreted  
acknowledged by  
FOR ACCOUNT

23/11/2001

P.W.1 is resumed sworn for cross examination:-

6. I ~~ya~~ have taken active part at the time of agreement of sale executed in favour of the defendant dt.18/12/1992. I do not remember whether the defendant already paid a sum of Rs.3,00,000/- by the date of the said agreement of sale. It is true that the defendant paid twelve lakhs in all under the agreement referred above by the date of its execution. It is not true to say that the amount of twelve lakhs was paid towards part ~~of~~ performance of the agreement and not towards advance money. It is not true to say that even after execution of the agreement of sale, <sup>a</sup> ~~the~~ <sup>suit</sup> part of the property, which is subject matter of the agreement of sale, was still retained with me. Under clause 12 of the agreement, it is stated that vacant possession of the schedule property <sup>is delivered</sup> ~~is~~ <sup>as</sup> /where ~~it~~ <sup>is</sup> is condition, (excluding structures standing thereon). It is not true to say that even after agreement of sale, I was in possession of 90% of the suit property. It is not true to say that the ~~same~~ material belonging to me was still lying in the ~~property~~ <sup>suit</sup> ~~of~~ <sup>property</sup> even after execution of the sale agreement.



as it was not asked for. The witness adds, " Road is always available for passage". It is not true to say that ~~xxx~~ I did not <sup>obtain</sup> ~~get~~ the said letter <sup>through</sup> though the defendant asked for it.

It is not true to say that I did not obtain statutory permissions in time and therefore, the delay was caused and that the defendant has been always ready and willing to perform his part of the contract. The witness adds, " they could not obtain the construction <sup>permission</sup> ~~condition~~ from the Municipal corporation" and the permission was refused as the defendant did not comply with the Bye-laws". It is not true to say that the transaction could not be completed on account of my non-cooperation till the filing of the suit-. The agreement was cancelled by issuance of a notice on my behalf. The said notice was filed into court. It is not true to say that the said notice was not filed into court and that I did not cancel the agreement.

Re-examination :NIL

*Sateesh Mah...*

Notarized

acknowledged by

*[Signature]*

Witness resumed on solemn affirmation for further examination in ~~chief~~ as per orders in I.A.1257/02 dt 3-12-02  
2.1.2003

It is true that Under Ex.X10, I was called upon to obtain permission from ULC authorities for the change of land use. I do not have any written proof in support of my claim that I have conveyed to the defendants about my being called upon to deposit a sum of Rs.9,796/. Under Ex. X10 towards development charges. Witness adds, Ex. X10 was

*Sateesh Mah...*



(4/3/11)

was given in the month of August and thereafter I conveyed to the defendants to pay the development charges under Ex.X10

It is true that I have not stated in none of the correspondence to the defendant I mentioned that a sum of Rs.9706/ towards development charges has to be paid by him. <sup>As</sup> My sons are handling the files and <sup>as such</sup> that I am not aware if Exs.A1 to X18 are available with us ~~since~~ I am not aware whether the originals of Exs.X1 to X18 received by me were available with me as on the date of filing of the suit. Ex.A7 is addressed to me.

I donot have any proof of Ex.A7 being communicated on the defendants at any point of time. Witness volunteers,

officially, it is the responsibility of the developers to obtain all the permissions and I was supposed to cooperate in filing the application as I am officially representative of the plaintiffs." I am not aware of having whether in any of the correspondence with the defendant, I have stated that Ex.A7 was rejected. I am not aware even in the plaint, I have mentioned all the above facts.

Ex-B1 bears my signature is the letter dt.18.12.92 and it bears my signature. Ex-B1 is the notice dt.18.12.92 addressed to " TO WHOSOEVER IT MAY CONCERNED". In Ex-B1 it is stated by me that we hope to complete the shifting on or before the end of this month. It is true as on the date of Ex-B1 i.e. 18.12.92, some of our materials were on the site. Ex B2 is the original agreement dt. 18.12.92 together with plan. It is true that the articles and items belonging to me were removed from the schedule property by the end of April, 1993.

I was present at the time of Gurupooja as per the photographs shown to me. Exs.B3 and B4 are the

photographs. The Bhoomi pooja was done on the north-east

by us.

Sahib miki

29/105  
18/105  
7/2/05  
2/3/05  
7/2/05  
C.A.  
Presented  
S.C.  
238/

238/05  
[Signature]  
[Circular Stamp]

It is not true to say that unless U.L.C grants permission, Huda can not grant permission for construction. Within the time frame mentioned in the agreement, I obtained the ULC permission. I do not remember the date on which it was obtained. The suit property falls under light industrial zone. It is not true to say that I have to obtain permission from the Government to conversion of the land from light industrial zone to commercial zone. The witness adds "I have to only cooperate with the defendant for obtaining permission by making an application." I do not remember the date on which the said permission was granted by the Government. Adjacent to the suit property, there is one more property belonging to the first plaintiff. It is not true to say that drainage lines are passing through the suit property. It is not true to say that I did not remove the drainage lines from the suit land and therefore, there is delay in completion of construction.

Further cross examination:-deferred at request.

*Satish Malhotra*

acknowledged by *[Signature]*

6/12/2001

P.W.1 is resumed and sworn for further cross examination:-

7. As per clause 7 of the Agreement, I have to obtain necessary clearances from the Income tax and ULC authorities at my cost. I obtained income tax clearance within three months and U:LC permission within 9 months after execution of the

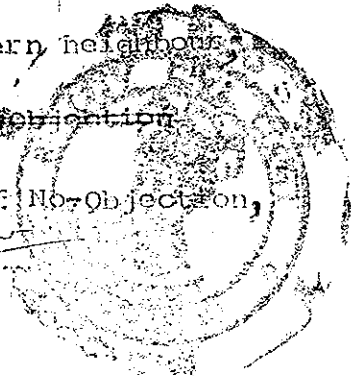
*Satish Malhotra*



agreement of sale. I donot remember <sup>if</sup> the said documents are filed into the court. I donot remember if in September, 1993, there ~~was~~ heavy rain in Hyderabad. As the plot was excavated, it became water logged. It is not true to say that there was delay on my part in obtaining income tax clearance and UIC permission and on that account, the construction could not be carried out in the suit plot in time. Excavation was done immediately after ~~its~~ delivery. ~~at that time~~ <sup>was</sup> Excavation ~~is~~ completed within three or four months thereafter. I donot know in which direction, the drainage system of Soham Mansion ~~is situated~~ and S.N-Modi complex is situated. It is not true to say that this drainage system has been passing ~~through~~ <sup>through</sup> the suit property and that I did not inform about it <sup>to the defendants</sup> at the time of execution of the agreement of sale. It is not true to say that the agreement entered ~~into~~ between ~~is~~ <sup>is</sup> in the nature of Agreement of sale <sup>Cum</sup> Development agreement. The witness adds, 'It is only an Agreement of sale'.

It is not true to say that unless the defendant entered into an agreement with the third party for funds, ~~this agreement~~ ~~cannot be~~ and complete the transaction, it would not become enforceable. It is not true to say that I have to obtain permission from the Government for conversion of the land from Industrial use to Commercial use and that I did not obtain it as per the terms of the Agreement. One Omprakash Modi is having ~~a~~ Nest Restaurant to the north of the suit property. There is also some other property on the north. It is mentioned in the clause No.5 that I have to obtain <sup>no objection</sup> letter from the Northern neighbour ~~and that it is to be used as a common passage and~~ ~~no objection~~ <sup>and</sup> that it is to be used as a common passage. ~~and~~ ~~no objection~~ <sup>letter from him</sup> I didnot obtain the said letter of No-Objection,

Satish Modi





In the court of the III Sr.Civil Judge, City Civil Court  
at Secunderabad.

O.S.No. 358 of 1994

Witness No. P.W.2 for plaintiff/defendant

Solemnly affirmed by Sri M.Chalapathi Rao, III Sr.Civil Judge  
city civil court, Secunderabad as per provisions under  
Act 4/69.

On this the 31st day of December, 2001

Name of the witness : R.S.Ramchander murthy  
Father's name : R.V.S Sarma  
Aged about : 57 yrs  
Occupation : Consulting Engineer  
Resident of : Hyderabad

Examination in chief

Date: 31-12-2001

I am working as consulting Engineer, Government

Registered valuer and Panel Engineer for banks. I visited the  
suit site. I assessed the value of the suit property. I <sup>submitted</sup> brought  
<sup>the valuation</sup> the report showing the valuation of the suit property.

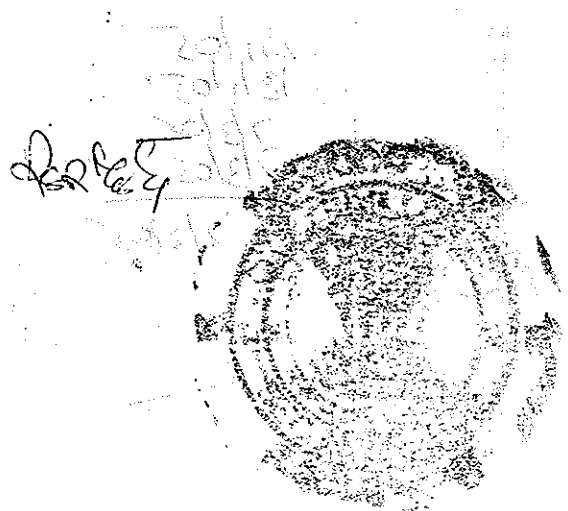
The extent of the suit property <sup>is</sup> per the title deed is  
2331 sq.yards. It is valued at Rs.5,82,75,000/-. This property  
is situated abutting Necklace road at the beginning of the  
Sec'bad ~~side~~. As per the sub-Registrar, the basic value per  
square yard of the suit site is Rs.18000/-. Taking ~~the~~ said  
value as <sup>a</sup> guiding factor and on my enquiry, <sup>at</sup> the location of  
the site and its commercial value, I fixed it at Rs.25000/- per  
sq.yard. I inspected the suit site. I found a 20' ft.wide  
passage on the north of the suit property. The said passage  
connects Necklace road with M.G.Road at Sec'bad. The report  
dated 29.9.2001 is Ex.X1.

Cross examination (deferred)

Interpreted

acknowledged by

Signature  
Official Seal



Pu02 18/04  
DS 100558/94

-2-

Witness returned on solemn exhortation for cross-examination on 4-2-2002

I did not receive ~~any~~ any summons from the court.

I am giving evidence at the request of P.W.1. I <sup>am</sup> ~~am~~ working

as consulting Engineer from 1990. I did not file any documentary

evidence in proof of it. I did not give any notice to the

defendant before assessing the value of the property.

Based on the value of Sub-Registrar and our enquiries at the

locality, I assessed the value. But, I did not file the

certificate ~~is~~ the market value <sup>Money</sup> ~~given~~ given by the Sub-Registrar.

I enquired the local people to assess the value. I did not

record their statements. It is not true to say that I did not

visit the scene of the property during assessment is incorrect.

It is not true to say that I am giving false evidence by help

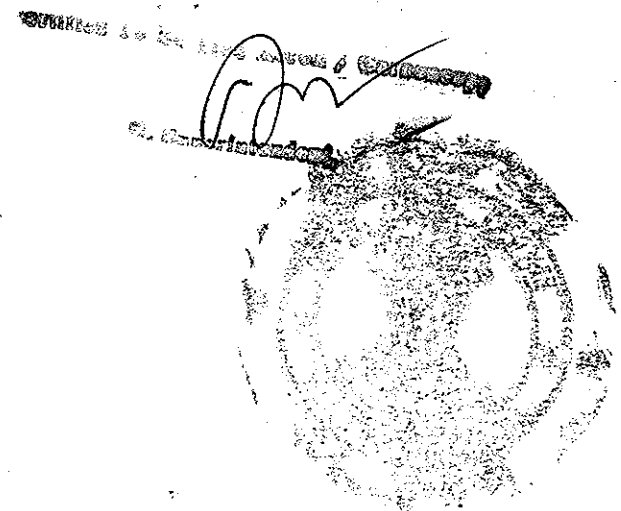
P.W.1.

Re-examination : XP

... ~~and had ever~~ ...  
~~Interpreted~~ ...  
... ~~substantiated by~~ ...  
~~an Affidavit~~ ...

In the Court of the Additional  
Chief Judge, C. C. C. Sec 2nd  
Central Copying Section

Securities  
C. A. ... 28/105  
Prosecution ... 18/105  
E. G. ... 2/3/05  
Charges ... 2/3/05  
Receipts ...  
Main Report ... 2/3/05  
Copy Delivered to ...



In the court of the III Sr.Civil Judge, City Civil Court  
at Secunderabad.

O.S.No. 358 of 1994

Witness No. P.W.3 for plaintiff/defendant

Solemnly affirmed by Sri M.Chalapati Rao, III Sr.Civil Judge  
city civil court, Secunderabad as per provisions under  
Act 44/69.

On this the 31st day of December 2001

Name of the witness : Soham Modi  
Father's name : Satish Modi  
Aged about : 32 yrs  
Occupation : business  
Resident of : Hyderabad. Rd.No.25 Jubilee Hills

Examination in chief

Date: 31-12-2001

P.W.1 is my father. Eventually, the 2nd plaintiff discharged his obligation to plaintiff No.1 ~~xxx~~ to buy certain properties of the first plaintiff. The amount was paid ~~by~~ sale of the properties belonging to me and my brother. The certified copies of sale deeds ~~xxxxx~~ under which <sup>own</sup> various properties were sold to discharge the obligation of my father to the first plaintiff are filed herewith. Exs.X2 and X3 are the registration extracts of the <sup>two</sup> sale deeds <sup>both</sup> dt.28.4.95 ~~and~~ Exs.X4, ~~and~~ X5 and X6 are the registration extracts of sale deeds dt.8.12.94. Ex.X7 is the registration extract of sale deed dt.9.12.1994. The consideration under these documents <sup>was</sup> ~~were~~ directly paid to the first plaintiff. The 2nd plaintiff was to receive the amount from the defendant relating to the suit property, ~~and~~ As the defendant did not pay the said amount, our properties were sold to <sup>pay</sup> ~~get~~ the amount.

Cross examination(deferred)

*Soham Modi*

Interpreted

acknowledged by



PW3  
Crossed/09 03/18/09  
C/P

Witness resumed on solemn affirmation for cross examination on 4-3-2002

2. I am not a party to the agreement dt. 18.12.1992. I know about the suit transaction. We paid a sum of Rs. 44,05,000/- to P.N.1, who in turn paid <sup>it</sup> to the first defendant. Full of the amount was paid in December, 1994 and the balance ~~was~~ in April, 1995. In Exs. K2 to K7, it is not mentioned that we ~~had~~ <sup>said</sup> sold the property to advance ~~the~~ <sup>at</sup> money to P. N. 1. It is not true to say that I don't know anything about the state of the account ~~of~~ <sup>my father.</sup> at the ~~benefit~~ <sup>of</sup> P.N.1. It is not true to say that we did not pay any amount to P.N.1.

*Jhan Moh*

Interpreted  
Acknowledged by  
*Jhan Moh*

Witness resumed on solemn affirmation for <sup>further</sup> cross examination as per orders in I.A. 1256/02 dt. 3-12-2002  
2-1-2003

I was not a party to Ex-B2 agreement. It is true I have not informed the defendant that I have to sell my properties to meet the obligation of my father ~~towards them~~ towards the plaintiff. I was handling the file relating to this suit. The copies of the documents addressed to my father by the HUDA authorities are with us. I am not aware whether the original of Ex. A7 is in my custody.

Acknowledged by  
Ms. *[Signature]* 29/10/05  
18/10/05  
3/12/05  
22/10/05  
26/10/05  
2/3

*Jhan Moh*

Substantiated  
*[Signature]*



**DEPOSITION FORM**

In the court of the III Sr. Civil Judge  
City Civil Court, at Secunderabad

O. S. No. 358 of 200X 1994

Witness No. P. 4 For plff/deft

Solemnly affirmed by Sri T. Ramnarayan Rao, B.Sc., LL.B  
III Sr. Civil Judge, City Civil Court, Sec'bad  
as per provisions under Act 41/60

on this the 6th day of September, 2002

Name of the witness: Syed Ziauddin S/o. W/o. D/o, s/o Late Syed  
 Father's Name : late Syed Hasnuddin Hasnuddin  
 Age : 47 yrs  
 Occupation : Government Servant  
 Resident of : Masab tank, Hyderabad  
 Examination in chief  
 Date : 6-9-2002

I am working as Assistant Planning officer  
in Hyderabad Urban Development authority (HUDA) . I received  
summons from this court to produce certain documents.

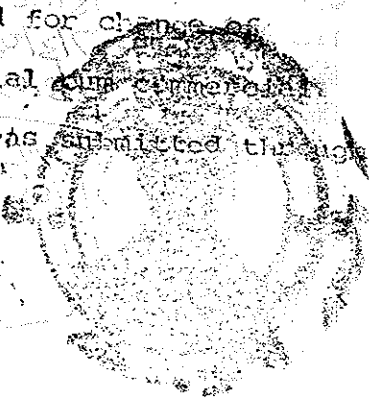
Ex.X8 is the letter from HUDA to Satish Modi, (the 2nd plaintiff)  
 dated 21.7.93. Ex.X9 is another letter dt. 21.8.93 from HUDA  
 to Principal Secretary to Government, Municipal Adm-inistration.  
Ex.X10 is the conditions for modification to plan . Ex.X11  
 is a letter from HUDA to plaintiff No.2 dt. 19.5.94. Ex.X12  
 is letter from Government to HUDA dt. 26.6.94. Ex.X13 is  
 addressed to Prl. Secretary to Government, Mpl. Admn and Urban  
 development dt. 24.5.94 . Ex.X14 is the letter to Prl. Secretary  
 to Government dt. 20.10.94. Ex.X15 is letter dt. 31.9.2000.  
 HUDA to the 2nd plaintiff dt. 31.9.2000. Ex.X16 is another  
 letter addressed to Prl. Secretary to Government by HUDA 31.5.2000.

Cross examination (deferred) at request.

Stamp: DEPARTMENT OF JUDICIAL RECORDS  
 Secunderabad  
 Date: 6/9/02

Witness resumed on solemn affirmation  
for cross examination on 11.9.2002

In the year 1993, this case was submitted for change of  
land use from Light Industrial use to Residential and commercial  
use. Accordingly, the case was examined as it was submitted the



8/23/04  
02358/04

7/13

pu 4

Government, the technical remarks were sent to Government in 1994. In this connection, the Govt. have issued memo informing the applicant to pay the processing charges and the developmental charges with the conditions. Then reminders were sent to the applicant for payment of the above but it was not paid. In the year 1999, the Govt. passed G.O. informing HUDA to cancel the change of land use cases who have not paid D.C and P.C charges by 31.3.99. As such, the case was closed informing the same to the applicant. ~~At~~

It is true that the first correspondence was with Govt. and later the Government referred the matter to HUDA and the correspondence was made with Satish Modi, the G.P.A to Gurudev Siddapeeth. As the conditions were not fulfilled for payment of DC and PC (dev. charges & Processing charges) the case was closed.

Re-examination :NIL

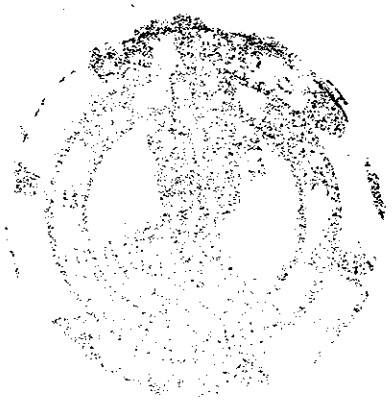
Handwritten notes and stamps, including a signature and the text "11-9-02".

Sealed To Be Opened / Custody  
 H. Superintendent

Chief Judge, C. C. C. Sec Ed  
 Central Copying Service

Secy. to Chief Judge 29/105  
 C. A. No. 18/105  
 Presiding Officer 7/13/05  
 H. O. Officer 7/13/05 238/05  
 Charges Deposited on 7/13/05  
 Receipt on 7/13/05  
 Made Ready on 7/13/05  
 Copy Delivered on 7/13/05

7/13



IN THE COURT OF 3RD SR. CIVIL JUDGE ; SECUNDERABAD.

D.SNO. 358 OF 1994

BETWEEN:

GURUDEV SIDDAPEETH AND ANOTHER.

PLAINTIFF

VS

H.P. CONSTRUCTIONS.

DEFENDANT

AFFIDAVIT OF MR. J. MARUTHI IN LIEU OF CHIEF EXAMINATION AS D.W.-  
1, UNDER THE AMENDED CODE OF CIVIL PROCEDURE

I, J. Maruthi S/o. Sri J. Bapu Reddy, aged about 38 years, Occ; Business, R/o. Hyderabad, do hereby solemnly swear and affirm on oath as follows:-

1. I am the General Power of Attorney Holder of the Managing Director of the Defendant Co., and as such I as well acquainted with the facts deposed hereunder.
2. The Managing director on behalf of Defendant Co., in the capacity of the Managing partner had entered into an Agreement for Purchase-cum- Development of the suit schedule property, orally and paid an advance sum of Rs. 3,00,000/-, 30-11-1992, and the terms of the agreement were reduced into writing on 18-12-1992, on which day I paid a further sum of Rs. 9,00,000/-, towards part sale consideration of the schedule property, and the total Part Sale consideration of Rs. 12,00,000/-, was acknowledged by the plaintiffs in the Agreement of Sale. Though the Defendant entered into an Agreement of sale, but in essence, it is an Agreement of sale-cum-Development, in view of Clauses 9, 11, 12, 14, 15. In terms of the said Agreement, it was specifi-

3

Recommended by conversion.

*J. Maruthi*

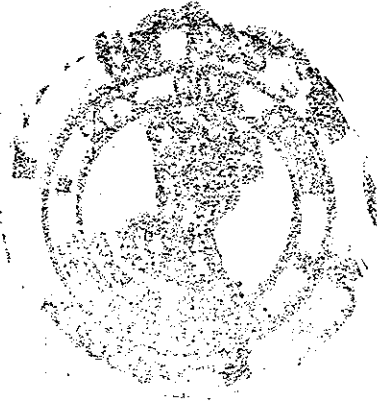
*J. Maruthi*



cally agreed that the plaintiffs would get the necessary consent letter from the neighbour, prior to handing over occupation ( Delivery of possession of suit schedule property ) to defendant, as per clause 4 of the Agreement of sale. Further it was also agreed by the plaintiffs, that they shall take the responsibility of getting the constructions made by the northern neighbour removed which were protruding into the common passage at their cost., but plaintiffs failed to get a consent letter from the neighbour, as well as get removed the protrusions in the passage immediately after the agreement was entered into. Similarly the plaintiffs also failed to get an undertaking from the owner of the northern property that the passage agreed to be left between both the properties shall be common and no obstruction whatsoever shall be caused in the usage of 20' wide passage by the owners or occupants of that property, as per clause 5. So also so, the plaintiffs failed to get removed the sump towards the eastern side of the schedule property immediately after entering into the agreement, through which water was being supplied to the occupants of Soham Building on the eastern side, in terms of Clause 6. The Plaintiffs could only obtain ULC permission and IT permission on 16-9-93 & 16-3-93, respectively, though it was agreed under the agreement, that the defendant can commence constructions, immediately after entering into the agreement. The ULC permission & the required permission from HUDA and the Permission from the Competent Authority, for conversion of the Land Use from Light Industrial Zone to Commercial and Residential purposes is required to be submitted to the MCH Authorities, for the purpose of processing the necessary permission, for making constructions over the schedule property. Though, it is averred in the Agreement of sale and the letter of the plaintiffs vide Ex. A-1, that possession of the schedule

DL

*J. Mani*





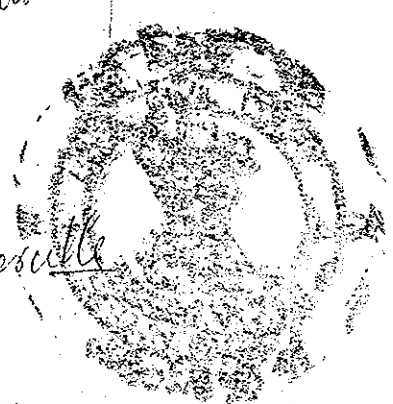
property is delivered to me, but full physical possession of the same was not delivered till the end of April 1993. But however, as soon as the entire physical Possession of the Schedule property is delivered, the defendant started development of the schedule property and started excavation, for the purpose of laying a cellar. At the time of Excavation, it was noticed that there are underground live drainage pipe lines passing through the schedule property, which are connected to the Soham Mansion and S.M. Modi Commercial Complex ( Ran Baxy ), which fact was brought to the notice of P.W.-1, in the month of December 1992, and inspite of agreeing to shift the said drainage pipe lines, the same are not got shifted immediately. In fact, the existence of the underground live draiange pipe lines, was not disclosed to defendant, at the time of the agreement. After the excavation work, was completed by middle of May 1993, there were heavy rains, on account of which water got accumulated in the cellar of the Schedule Property, and inspite of installing pumps for removing the water, the same could not be removed on account of the seepage of Water from the " Hussain Sagar Lake ", into the schedule property. That is the reason as to why further development work could not be undertaken, immediately after the excavation. On account of the threats of the plaintiffs of going to court, on un-tennable grounds, defendant did not undertake further development work, as by that time, it had already spent more than Rs. 8,00,000/-, on development activities. The plaintiffs have not paid property taxes, Non-agricultural taxes, and they have not informed of payment of the same, though it was agreed that all such taxes will be paid by plaintiffs, till actual physical possession of the schedule property is delivered to defendant. The payment and proof of such payment of taxes is required, for the purpose of obtaining necessary permission, from the MCH, as

5

recommended for conversion.

*J. Marathe*

*J. Marathe*



the MCH authorities, insist of clearing all taxes, and only on such proof of being cleared taxes, is shown the MCH would not process the plan submitted for construction. It is plaintiffs who having committed breach of the conditions of agreement of sale, by not obtaining and furnishing the various letters of consent from the neighboring owners, and the required clearances from the authorities concerned. The agreement entered into by defendant with plaintiffs is in the nature of Agreement of Sale - cum - Development, wherein unless this defendant gets flow of funds by entering into agreements of sale, inturn, with third parties, which can be done only upon commencing the work and bringing the work to a certain level. In the absence of plaintiffs getting the required Clearances/Consent letters, as agreed to, the defendant cannot be expected to commence construction work, that too with out the permission of MCH.

3. I state that apart from paying a huge amount to the plaintiff by the defendant as per the terms of the Agreement dt. 18-12-92, Defednat spent a huge money for the development of the property. As a matter of fact, Defendant paid Rs, 12,00,000/- the the date of agreement towards, part sale consideration and in part performance of the agreement of sale which is duly acknowledged by the plaintiff. Further pursuant to the agreement between the parties, the defendant took possession of the property, commenced the work, in all earnestness. The defedant started the work in all earnestness, by mobilising funds, men and machienery. The defendant spent more than Rs. 8,00,000/-, by then, on the works. In order to fecilitate speedy work, this defendant requisitioned cement of about 3000 bags worth Rs. 2,50,000/- and the steel worth Rs. 1,50,000/-. The Defendant stoc ked these items in another premesis of the defendant which is nearby, ie., at

21-

*Amrulla*



parklane, Secunderabad. The cement got spoiled and cement and steel are still lying as it is.

The Defendant states that further work could not be carried out solely on account of the plaintiff and for the reasons attributable to the plaintiff alone. In so far, as the defendant is concerned, the defendant is and has been as always ready and willing to carry out its obligations under the terms of the agreement and adhere to the terms of the agreement in letter and spirit. The defendant is ready and willing for the same even today. The plaintiff is not entitled for the reliefs claimed in the suit. The plaintiff who is guilty of laches and having committed breach of agreement cannot seek for possession of the property. The defendant will suffer irreparable and irretrievable loss if the possession is taken at this stage in as much as huge money has been invested by the defendant and huge funds have been locked up for all these years.

4. I deny that for the purpose of conversion of the use of land, from Light Industrial Zone to Commercial and residential the permission from ULC is not necessary, as contended by P.W.-1, in his chief examination. In fact Ex. X-9, evidences such a permission being necessary. P.W.-1, had never informed me, either orally, or in writing, about the HUDA calling upon a payment of Rs. 9,796, towards processing the application, for change of land use, till date, and the defendant came to know of the same when P.W.-1, stated in his Chief Examination. The P.W.-1, did not mention, about the HUDA Demanding for such an amount in any of the correspondence with this defendant so far. Similarly, the Plaintiff had never informed the defendant, either orally, or in writing, about the Withdrawal of the permission for change of the land use, by the Government, and the defendant had

7

recommended for conversion.

*Amr...*  
  
*Amr...*

learnt of the same, when the P.W.-1 stated in his chief examination and later Ex.X-8 to 16 are produced into court, at the instance of plaintiffs. Therefore the defendant cannot be accused for withdrawal of the permission for the change of land use by the Government. P.W.-1, never informed the defendant, about the MCH refusing/rejecting the plans submitted for construction. The plaintiffs are in custody of the refused/rejected plans, as the plans are signed by him and the application for permission was made by plaintiffs.

5. The Contention of P.W.-1, that his sons are forced to sell their properties to enable him, to comply with his commitment with 1st plaintiff is false. At any rate, the Defendant, has nothing to do with the alleged commitments of P.W.-1, to the 1st plaintiff, as they do not form part of the Agreement entered with this defendant for the sale-cum-development of the schedule property .

6. The P.W.-1, changed his mind when the defendant, started the excavation work, even without a permission from the MCH, in a short time, and also since by that time working for laying Necklace road was commenced, and the value of the property increased. Therefore to wriggle out from the terms of the agreement, the plaintiffs are making false and wild allegations to the effect, that defendant committed breach of the terms of the Agreement. I state and submit that plaintiffs cannot be heard to say that the defendant committed breach of terms of the agreement or that there is a valid cancellation of the Agreement entered into in respect of suit s schedule property. Breach of the terms of the Agreement if any, is by plaintiff alone, and they cannot take advantage of thier own wrong, and claim cancellation of the

OK

*Jameswell*



agreement, and under guise of the same, they cannot seek recovery of possession.

Hence I pray this Hon'ble Court to dismiss the suit with costs.

*Solemnly Sworn & Signed before me on 5<sup>th</sup> Feb, 2003.*

*Del- Advocate*

*Amravelle*  
Deponent.

26.2.03 Witness present and sworn in for further chief examn.

Ex.B5 is Receipt dt. 13.11.92. Ex.B6 is receipt dt. 13.12.92. Ex.B7 is Letter dt. 13.12.92. Ex.B8 to B.23 are photographs with negatives. Ex.B24 is G.P.A. dt. 7.12.02 executed by G.S.Prakash Rao, Director of Deft. in ~~my~~ <sup>my</sup> favour. ~~first plaintiff~~ I therefore pray the Hon'ble court to dismiss the suit.

*Amravelle*  
acknowledged by *Amravelle* 28/2/03

Witness resumed on solemn affirmation for cross examination on 10.3.2003

I am the 2nd (son-in-law) of G.S.Prakash Rao, the Managing Director of the defendant. I am not the Director of the defendant company. I became the member of the family of G.S.Prakash Rao in 1992. I was with the Managing Director of defendant /when the transaction took place with the plaintiff.

It is true that the Ex B24 Power of attorney was executed by G.S.Prakash Rao in my favour to represent him in this suit but not the defendant. In Ex-B24, the position of my father-in-law G.S.Prakash Rao is described as Managing Director of the defendant company and therefore, it is ~~in my favour~~

Ex-B24 is issued

recommended for conversion.

*Amravelle*  
*Amravelle*

P.No.8

on behalf of the defendant. It is true that in the first paragraph of my affidavit in evidence of chief examination I stated that I am representing the Managing Director of the defendant which implied that I am representing the defendant.

I do not remember the date on which transaction took place with the plaintiff. But it took place in the year 1992. I do not know if six on the date of Ex-B5 when we paid Rs.3 lakhs, there was any written agreement. It is true that that Ex-B2 agreement was executed 18 days after payment of Rs.3 lakhs under Ex-B2 & B5. On the date of Ex-B2, we paid Rs.9 lakhs and obtained separate receipt, Ex-B6. It is true that the Rs.9 lakhs was paid because the possession of the property was delivered to us on that date day. In Ex-B7 the 2nd plaintiff on behalf of the first plaintiff delivered possession and authorised us to proceed with the construction. Witness adds, though it is mentioned in Ex-B7 that possession was delivered, in fact the possession was not delivered till 1993, March.

I do not know who drafted Ex-B2 agreement. It is true that in Ex-B2 at para No.12 It is stated that the consulting party shall deliver vacant occupation of the property in as it is where it is condition (excluding the structures standing thereon) to the vendee on payment of Rs.12 lakhs as advance consideration. The vendor shall also permit the vendee to stop construction work immediately.

I do not know when the possession of the property was delivered to the defendant but till march 1993, it was not delivered. The total area covered under Ex-B2 is 1949 ~~1049~~ square meters. There are structures covering more than 50 to 60% of the said area. There is no specific date is stipulated in Ex-B2 for delivery of vacant possession of the land. The plan attached to Ex-B2 pertains to the property concerned to this suit. In the plan, th

*Prasanna*



attached to Ex-B2, the structures are shown in a corner of the end of the plot. I don't know whether the structures shown in the plan attached to Ex-B2 does not cover 50 or 60% of the total area. It is not true to say that that the entire vacant site was given possession on 18.12.92, the date of Ex-B2. It is true that in Ex.A9 at para 4(d) it is stated that the process of shifting the material took several months and shifting was completed by the end of April, 1993. Ex.A9 was addressed by the defendant. It is true that Ex.A9 letter was written sometime after March, 1994. According to para No.1 of Ex-B2, the time of payment of balance with interest shall commence from the date of delivery of vacant possession by the vendor and the consenting party to the vendee. As per ExB2 obtaining of clearance from ~~the~~ UIC department and I.T department is no way associated with the delivery of vacant possession.

Further cross examination (deferred)

*Amasulla*


Witnessed by  
 10.3.03

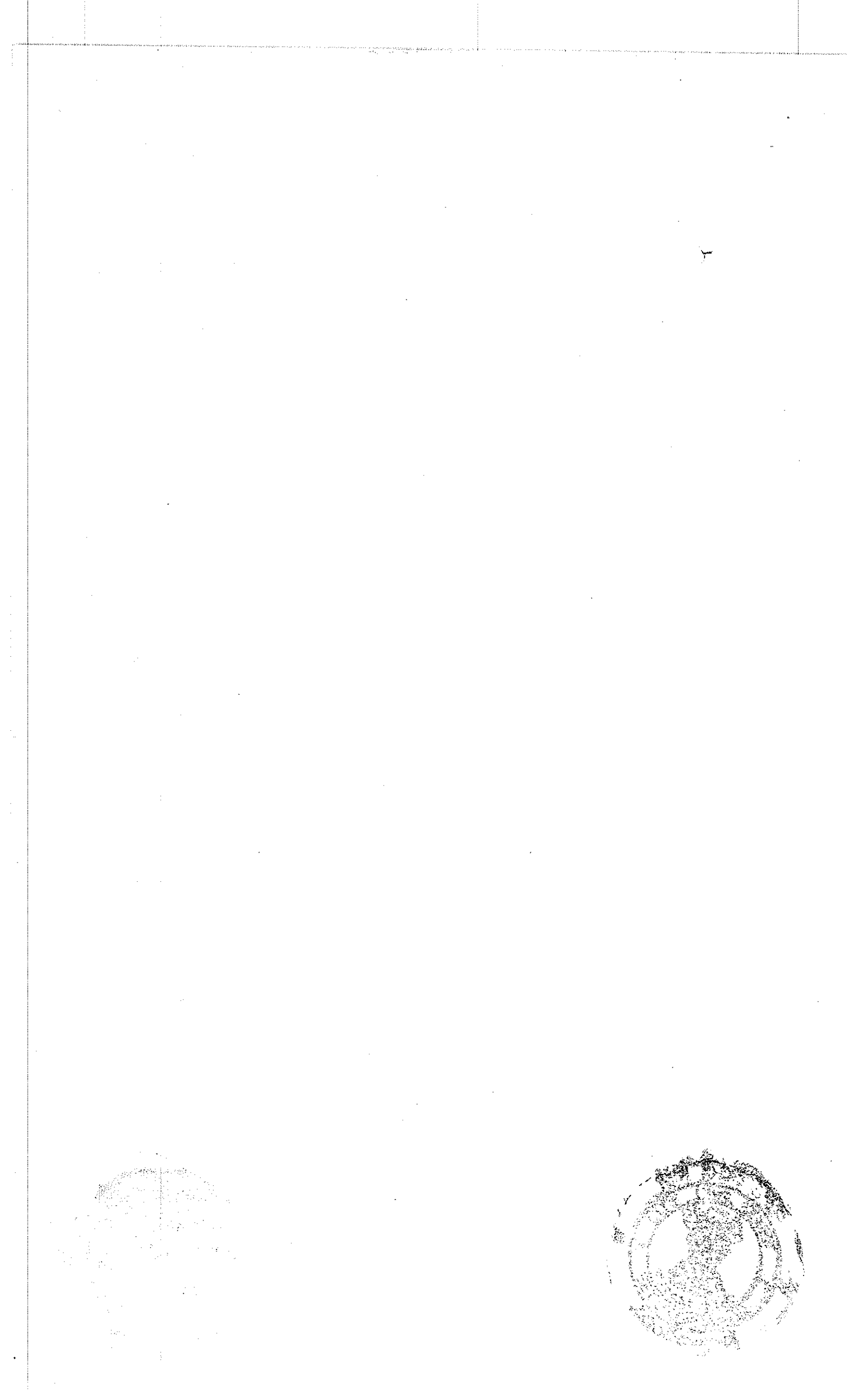
Witness resumed on solemn affirmation for further cross examination on 31.3.2003

It is not recited in Ex-B2 that it is an agreement of sale cum development agreement. It is true that the entire cost for construction of any building shall be borne by the HP constructions (defendant herein). It is also true that the profits out of the sale of units of the said constructions was to be enjoyed by the defendant only. It is true that the suit land came under Light Industrial Zone. I don't know the nature of the constructions proposed to in the suit property i.e. exclusively for commercial or for residential cum commercial.

recommended for conversion.

*Amasulla*







P.No.10

It is true that municipal corporation do not appoint  
accord permission for residential or commercial constructions  
under light industrial zone,  
/unless it is changed to commercial zone. It is true that  
in para 3 of Ex-B2 is incorporated because permission will  
not be granted for construction in light industrial zone  
unless it is changed to commercial cum residential zone.  
It is true that it is mentioned in Ex-B2 that necessary  
conversion  
expenditure for ~~construction~~ shall be borne by the vendee.

It is not true to say that pursuing the matter for conversion  
is exclusive responsibility of the vendee. Witness adds,  
it is responsibility of both the parties and it is the  
responsibility of the plaintiff to inform us since the  
correspondence will be running in their name. It is not  
true to say that the plaintiff promptly informed the  
correspondence whenever received from the departments.

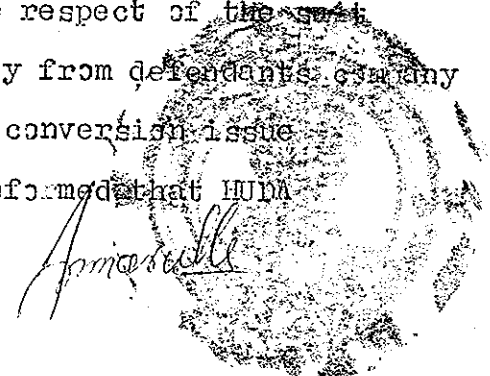
I don't know how many floors were intended to be constructed.  
I am not aware whether the permission of Airport authorities  
is required for construction of more than 6 floors.  
I don't know whether any such steps were initiated by the  
defendant to obtain permission from airport authorities.

In general, I know that permission of Fire services department  
is required for construction but I cannot say at what stage  
it has to be obtained. I don't know whether any steps  
were taken to obtain permission from Fire service authorities.

I know that there was an application with the  
concerned department for conversion of zone from Light  
industrial zone ~~from~~ to commercial cum residential zone.

I do not know whether the said application was prepared by  
an independent. We were never informed that HUDA  
recommended the govt. for conversion of zone from Light  
Industrial zone to commercial zone in respect of the ~~govt~~  
property. I don't know whether anybody from defendant's company  
were persuaded from HUDA in respect of conversion issue.

It is not true to say that we were informed that HUDA  
recommended for conversion.

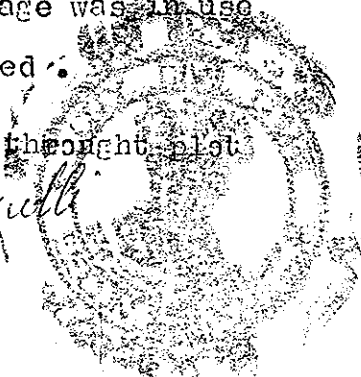
A handwritten signature, possibly "Amirullah", is written over a circular official stamp. The stamp contains some illegible text and a central emblem.

It is not true to say that Ex. X11 was informed to the defendant. I do not know whether Ex. X13 was addressed at our instance. I do not know whether the change in the conditions mentioned in Ex. X13 would benefit the defendant. It is not true to say that as we are not interested and did not pay the required amount, the permission was lapsed. Witness adds, We were not informed of the same". The work which we commence as referred in para 3 ~~of my affidavit~~ first four lines of my affidavit it in lieu of my chief examination <sup>is</sup> mobilising funds, men and machinery and building ~~materially~~. We have ordered ~~for~~ building machinery and some material was placed in the suit schedule property. I do not know whether the defendant applied for permission for construction with Municipal corporation by the time we mobilised the men, machinery and material. I do not know the precise day when we started mobilising the man, machinery and material. I do not know whether <sup>in</sup> the account books of the defendant reflects when the men, machinery and material was mobilised. It may be or may not be a construction of the building can be started with or without permission of municipal corporation. The ground clearance can be done without permission. It is true that in para f of Ex. A9 it is stated that " Without the ULC certificate, the HUDA officials refused to process ~~land~~ and this was brought to your notice by me and my agent Mr. Bedi number of times". Witness adds, I do not know at that stage was this pursued <sup>by defendant i.e</sup> before the date of expiry or <sup>date of</sup> after expiry of the order. I do not know whether the permission from HUDA is nothing to do with the ULC. I cannot say whether HUDA granted permission even before ULC clearance as it was not brought to our notice. I cannot say whether the photographs <sup>are</sup> now shown to me ~~as~~ the photos that were enclosed to Ex. A9 since they were given by prakash rao.

I do not know whether IT clearance certificate is necessary to complete the sale transaction. I was present at the time of Bhoomi Pooja. I cannot say whether the drainage was in use or not in use. Thereafter, I was not regularly involved.

I know that there was a drainage pipe line was going through plot

*Jamesulli*

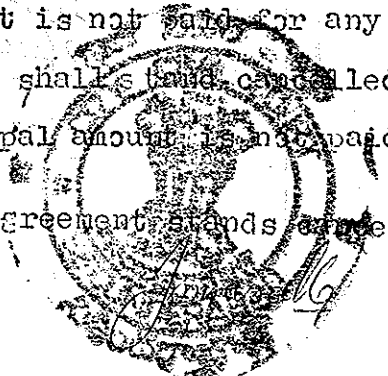


I did not see the drainage pipe line but prakash informed me <sup>rao</sup> in the discussions. I cannot say from which direction to which direction the drainage pipe line runs. I donot know whether the drainage line was un-used and/<sup>whether</sup>it is in a corner of the plot. I have not seen any photograph showing the water clogging in the suit plot. I donot know whether the ~~aggregate~~ defendant company had <sup>at time</sup> any/aggregate <sup>balance</sup> amount in the bank. ~~amount~~. I donot know whether the defendant ever offered to pay the balance sale consideration to the plaintiff. Mr. Prakash rao knows about it. It is true that the defendant intended to generate a money for construction by offering a sale of the units to the proposed purchasers. Witness adds, as per the agreement, Ex. B2.

Question: The agreement Ex-B2 does not specify that the payment of balance sale consideration shall be made only after receiving the advances from third party intending purchasers ?

Ans: I state that para 14 of Ex-B2 states that though it was not specifically mentioned, it is said that " the Vendor as well as consenting party agree that the vendee shall be entitled to not only develop the property but raising construction s over the schedule land by removing the old structures if any, but also shall be entitled to do the booking and receive advances of the portions of the building constructed by the vendee from the intending purchasers"

I donot know whether the defendant company had no capacity to pay the balance sale consideration. It is true that in para 3 of Ex-B2 specify the manner of payment of balance sale consideration. It is true that in para 3 of Ex B2 it is not mentioned that the balance sale consideration has <sup>to be</sup> paid only after receiving advances from the third parties. It is also true that in para 3 of Ex-B2 provides payment of interest on belated payment. It is true that in para 3 of Ex-B2 also says that the vendor shall clear all the amounts within the period of 38 months from the date of agreement. Witness adds, this is subject to ~~maintaining~~ fulfilment of the conditions. It is true that in Ex-B2 it is stipulated if the interest is not paid for any two quarters on the due date, the agreement shall be ~~void~~ cancelled. It is also stated in Ex-B2 if the principal amount is not paid within 30 days from the last date, the agreement stands ~~void~~



018104

8  
5

DW

I donot know whether the defendant company offered interest to pay to the plaintiff company. It is not true to say that because the defendant failed to comply conditions of Ex-B2, the same stands cancelled and the plaintiff is entitled for possession of the suit property.

*Immasullo*

acknowledged by me  
New York  
31.3.03

entitled To Be Tied Again / Carbons  
*[Signature]*  
S. Superintendent

Court Of the Additional  
Chief Judge. C C C Sec 88  
Central Copying Series

Secunderabad 29/105  
C. A. No. 181/05  
Presented on 2/3/05  
S. G. dated on 2/2/05 228  
Charges Deposited  
Receipt No. 2/6/05  
Made Ready on 2/6/05  
Copy Delivered on 2/6/05

*[Signature]*  
S. Superintendent

