

No. 10/2 D/ 18.1.82

Purchaser's Name

For Whom Purchased

S. Venkatesh Rao
S. Venkatesh Rao
S. Venkatesh Rao



Secunderabad City Civil Court, Secunderabad

Copy of Document

DOCUMENT No. 2375 of 1969.

Sale Deed : Sale Deed executed at Secunderabad on this the 19th day of September, 1969 by 1) Somnath Barman son of Shambunath Barman aged about 65 years, Occupation Business, 2) Veerendra Nath Barman son of Somnath Barman aged 37 years, Occupation Business and 3) Surendra Nath Son of Somnath Burman son of Som Nath Burman, aged about 34 years, Occupation Business, carrying on Business (1) under the name and style 'Barman Brother' as partner thereof at 5-9-665, Gunfoundry Hyderabad, A.P. hereinafter called the Vendors, which term shall mean and include whenever the context may so require their successors executors, administrators and assigns. In favour of Sri Satish M. Chandra S/o Sri Manilal C. Modi, aged 26 years, R/o 2-A., Jeera Compound Secunderabad hereinafter called the Purchaser which term shall mean and include whenever----- S. Barman 19-9-69 Veerendra Nath Barman, Surendra Nath Contd2/-..... Page 2. The context may so require his heirs, executors, administrators, and assigns witnesseth as follows. The open land bearing Survey No.44 situate at village Bhghakpur, Taluq Urban Hyderabad in Ward No.5 within

1st sheet after 9th sheet of the document nil

the Municipal Limits of Secunderabad Division of the Hyderabad Municipal Corporation belonged to the late (2) Narsing Bhan son of Baloo Singh, who was the Pattedar of the said land, The said Narsing Bhan (3) died without leaving any issues. In the year 1951 succession certificate (Virasat) was granted in favour the late Ram Singh son of late Sitaram Singh in respect of the said land bearing Survey No.44 as per Tahsil Sanction (no. 3625 dated 21-4-1951 in Tahsil file No. 48/13 of 1951 A.D. in Record No.14069/1952 A.D. The said Ram Singh died on 18-11-1962 leaving behind him surviving as his heirs, and legal representatives his ----- S. Barman Veerendranath Barman Surendernath Page 3 wife Himmo Bai and his sons, Hannu Singh and Satyanarayan Singh on whom the right, title and interest of the said Ram Singh in the abovementioned land devolved. The heirs of Ram Singh and Mohan Singh were thereafter in possession of the said land bearing Survey No.44 as absolute owners thereof. Thereafter a portion of the said open land bearing survey No.44 was acquired by the Government of Andhra Pradesh for the purpose of constructing an approach road to the proposed new secretariat building to be known as a Ring Road on Hussain Sagar Tank Bund Road, Secunderabad and in respect of which land acquisition proceedings references under section 18 and 30 of the land acquisition act are pending disposal on the file of the second additional Chief Judge, City Civil Court, Hyderabad as O.P. Nos.299 and 310 of 1966..... S. Barman Veerendra Nath Barman, Surendernath Barman Contd 4..... page 4, 1966 certain other persons who are nephews of the late Ram Singh and Mohan Singh and who were also claiming to be entitled to a share in the lands comprised in Survey No.(44) as well as in the compensation to be paid for the acquired portion thereof have been impleaded in the said proceedings as claimants. The heirs have purchased on 29th

admeasuring 3000 Sq. yards not comprised in the land acquisition proceedings from the heirs of late Ram Singh and Mohan Singh and Durga Singh by a sale deed duly registered in the office of the Sub-Registrar, Secunderabad in favour of the firm "Barman Brothers" of which the Vendors, are the only partners. The possession of the land admeasuring 3000 Sq. yards purchased by Vendors was already delivered to the S. Barman, Veerender Nath Barman, Surender Nath Barman Contd 5..... Page 5 Vendors hereby, the previous owners on 10-12-1968. The Vendors herein also obtained a Release Deed from the sons and daughters of the late Chanduran Singh brother of the late Ram Singh and Mohan Singh releasing in favour of the Vendors herein as "Barman Brothers" all their claims in the comprised in Survey No.44 and the said release deed has also been duly registered in the office of the Sub-Registrar, Secunderabad. The Vendors have agreed to sell and the purchaser has agreed to purchase 322 Sq. yards out of the extent of 3,000 Sq. yards in Survey No.44 purchased by the Vendors under the aforementioned sale deed in favour of the Vendors herein at the rate of Rs.40/- (Rupees Forty only) per Square yards. The said portion of 322 Sq. yards agreed to be purchased by the Purchaser herein, more fully described in Schedule 'A' annexed to this deed and delineated in RED in the plan annexed hereto and is hereafter referred to as the said portion of land. The Vendors are executing S. Barman, Veerendra Nath Barman, Surendranath Barman Contd.....6..... page 6 This Sale deed in their individual capacity and also as ^(S) partners of the firm "Barman Brothers" of which they are partners as the said property was purchased in the Barman Brothers know all men by these presents that in pursuance of the said ~~agreement~~ agreement and inconsideration of the sum of Rs.12,880/- ^(Rupees Twelve Thousand eight hundred eighty only) paid by the purchaser to the vendors in the following manner.4

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namely by cheque No.B/3 048368 dt. 19-9-59 drawn on State Bank of Hyderabad, Secunderabad in favour of M/s. Barman Brothers, receipt of which aggregate sum of Rs.12,880/-- (Rupees Twelve thousand Eight hundred and eighty only) is hereby duly acknowledged by the Vendors and full and final discharge wherefor is hereby given to the purchaser by the Vendors, the Vendors hereby sell, transfer and convey unto the Purchaser absolutely the said portion of land namely the land admeasuring 322 Square yards forming portion of land bearing Survey No.44 more particularly described in schedule 'A' annexed to this deed and delineated in RED in the plan annexed hereto S. Barman Veerender Nath Barman, Surendernath Barman contd 7/- Page 7, Hereafter the Vendors do not have any right title and interest in the said portion of land which shall be enjoyed by the Purchaser absolutely without any let or hindrance from the Vendors or any claiming through them. The Vendors hereby covenant with ~~the~~ declare and assure the purchaser as follows:- (a) That the Vendors are the absolute owner of the said portion of land sold hereunder and that they are entitled to sell the said portion of land (b) That the said portion of land is free from all encumbrances (c) That there are no taxes of any kind or any Government dues outstanding or recoverable against the said portion of land and that the Vendors will be liable to pay any such dues or taxes that may later be found to be payable (d) That there are no suits or other legal proceedings pending in the said portion of land..... S. Barman Veerendranath Barman, Surendranath Barman Contd'.8.....

(e) That the said portion of land shall be quietly entered into held and enjoyed by the Purchaser with all benefits and profits received therefrom by the purchaser without any interruptions or disturbances whatsoever of any kind by the Vendors or any other persons. The Vendors hereby further agree to indemnify and keep indemnified at all times, the

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purchaser. in respect of the all losses, expenses and costs including court costs, which the purchaser may be put to on account of all or any of the recitals contained herein being false or incorrect or on account of any of else claiming any right, title or interest in the said portion of land or on account of the purchaser being deprived of the said portion of land for any reason whatsoever. The Vendors hereby create^a indemnity in favour of the purchaser to the extent of Rs.12,880/- (Rupees Twelve Thousand Eight Hundred Eighty only) being the sale price under this document over the premises known as "BARMAN BUILDINGS" situated in Gunfoundry, Hyderabad more particularly described in....

S. Barman , Veerender Nath Barman, Surendra Nath Burman
Contd 9/- page 9. Schedule 'B' hereinafter referred to as Schedule 'B' property and the Vendors hereby agree that on the failure of the Vendors to pay the purchaser the amount, that may become payable under the indemnity clause

~~either~~ jointly or severally, the purchaser shall be entitled to cause the schedule 'B' property to be sold and to realise the amount due to him from the sale proceeds and if the proceeds of the sale are insufficient to satisfy ^{the} the claim the purchaser shall be entitled to recover the balance from the person and other properties of the Vendors. The Vendors hereby further declare that the

indemnity created over the schedule 'B' property shall be ^{in force for a period of twelve years from the date of the said} indemnity shall stand automatically cancelled thereafter

³⁾ in the absence of any claims of the purchaser arising under ^(provided that the purchaser may give in writing) this indemnity even earlier than the period of 12 years, mentioned above. The Vendors hereby further agree to sign all documents and to do all acts that may be come necessary to complete or defend the title of the purchaser to the

Attested after the 9th day of October 1951

..... S. Barman Veerendra Nath Barman, Surendra Nath Barman
 10/- Page 10 said portion of land sold under this Deed
 The Vendors have this day placed the purchaser in actual poss-
 ession of the property sold under this deed schedule 'A' Des-
 cription of land sold to the purchaser. Plot of land admeasur-
 ing 322 Sq. yards equivalent to 268.33 Sq. metres., out of the
 land comprising survey No.44 situate in village Bhalakpur,
~~The~~ Urban Hyderabad District situate within the municipal
 limits of Ward No.5 of the Secunderabad Division of the
 Municipal Corporation of Hyderabad - Bounded on the North -
 by land belonging to Smt. Tarulata S. Modi, South by land be-
 longing to Vendors, East by Nala, West by 15' wide foot-path
 of the Ring Road delineated in BBD in the Plan annexed hereto
 together with all easements and appurtenances and all internal
 and external rights belonging to or reputed to belong to the
 said land schedule 'B' Description of property given as indem-
 nity under this document. Three storeys building known as
 'BARMAN BUILDING' situated at Gunfoundry Hyderabad bearing
 Municipal No.5-9-665, bounded on the North by Central Co-operative
 Building East by House of Smt. Sadeeni Begum, South by Cement
 Road leading to Gunfoundry West by Grave yard., and Cement Road
 leading to Secunderabad - ---- S. Barman - Veerendra Nath Barman
 Surendra Nath Barman, Contd.11.....Page 11 In witness whereof
 the Vendors have set their hands and signed this SALE DEED on
 the day, month and year as said above (1) S. Barman 19-9-69.

(Somnath Barman) 2) Veerendra Nath Barman, (Veerendra Nath Barman)
 Vendors for self) 3) Surendranath Barman (Surendra Nath Barman) Witnesses 1)
 2) Swaroop Nandan S. No.2795 Dt. 19-9-69, Rs.100/-
 sold to Satish Chandra Modi S/o Manilal C. Modi, Sec.'bad for self

21
 and as
 Partners
 of 'Barman
 Brothers'

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G. Sreerama Murthy Stamp Vendor 6549 Rashtara Pathi Road, Secunderabad AP., S. No.2706 dt. 19-9-69, Rs.100/- sold to Satish Chandra Modi S/o Manilal C. Modi, Sec'bad, for whom Self. G. Sree Rama Murthi Stamp Vendor, ⁽⁶⁵⁴⁹⁾ Rashtara Pathi Road, Secunderabad A.P. S. No.2707 dt. 19-9-69 for Rs.100/- sold to Satishchandra Modi S/o Manilal C. Modi For whom Self G. Sree Rama Murthy Stamp Vendor 6549 Rashttrapathi Road, Secunderabad S.No.2708 Dt/- 19-9-69, Rs.100/- sold to Satishchandra Modi S/o Manilal C. Modi For whom Self G. Ram Murthy Stamp Vendor 6549 Rashttrapathi Road Secunderabad. (AP) S. No.2709 dated 19-9-69 Rs.50/- Sold to Satishchandra Modi S/o Manilal C. Modi for whom Self, G. Sree Rama Murthy Stamp Vendor 6549 Rashtara Pathi Road Sec'bad A.P. S. No.2710 Dt.19-9-69, Rs.50/- Sold to Satischandra Modi S/o Manilal C. Modi For whom self, G. Sree Rama Murthy Stamp Vendor 6549 Rashttrapati Road, Sec'bad., A.P. S.No. ~~2710~~ 2711 dt. 19-9-69 Rs.50/- sold to Satishchandra Modi For whom G. Sree Rama Murthy Stamp Vendor 6549 Rashtara pati Road, Secunderabad A.P. S. No.2712 dt. 19-9-69, Rs.30/- sold to Satishchandra Modi Stamp Vendor 6549 Rashttrapathi Road, Secunderabad A.P. S. No.9936 dt. 19-9-69, Rs.5/- Sold to SatishChandra Modi S/o Manilal C. Modi, Sec'bad, for Self J. Shareef 19/9 L.V.S. No.10/67 15-2-439 Risala Abdullah, Hyd. Nine Stamps rupees Five Hundred and eightfive----- In document interlineation etc., nil in register (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) erasures (12) Interlineation ^(Satishchandra) Copied by Anwar Hussain TSW., Examined by Reader I.C. Ruthamma Clerk Examiner Anwar Hussain TSW Note Plan accompanying filed at

~~pages 307/308 of volume 262 of Book I, Sd/~~

St. Sent office to get no information five

pages (307/308) of volume (262)
of Book I. Inanchandra 22-9-69 Jt. Sub Registrar
exercising powers of the Dt. Registrar.

Last sheet of the 9th sheet no of correction nil
Total no of corrections eighteen.

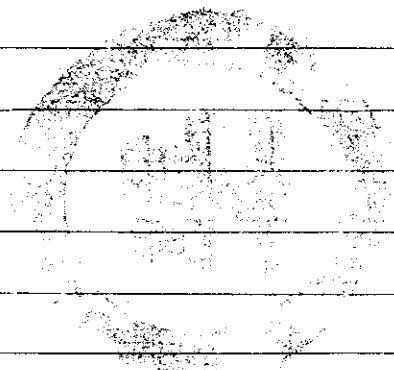
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Date 23.2.82

OFFICE OF THE
District Registrar
HYDERABAD-AP.

Jt. SUB REGISTRAR



19 JAN 1969

2375/1969

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copy of endorsements and certificates

Presented in the office of the Registrar of Hyderabad and fee of Rs.401.60 paid between the hours of 4 and 5 p.m. on the 19th day of September, 1969/28th Bhadva 1891 SE By S. Barman Execution admitted by 1) S. Barman S/o Shambunath Barman, R/o Gunfoundry Hyderabad Occupation business 2) Verender Nath Barman S/o Sri Som Nath Barman R/o Gunfoundry, Hyderabad, Occupation Business, 3) Surendernath Barman S/o ^(Carnath) Barman R/o Gunfoundry, Hyderabad Occupation Business, Identified by 1) S/o Shaik Chote Govt Service R/o Gulkunda Fort, Hyderabad, 2) Swaroop Nandan S/o Rajmalliah, Govt. Service, R/o Asifnagar, Hyd. Rs.12880/- (Rupees Twelve thousand eight hundred Eighty only) were paid in my presence by Cheque No. 187, by the Claimant to the executor, ~~Payee~~ ^{Payees} Gyanchandra Modi Payees 1) S. Barman 2) Verendra Nath Barman 3) Surendernath Barman, 19th September, 1969/28th Bhadva 1891 SE Gyanchandra Jt. Sub-Registrar, Exercising the power of the Dist. Registrar, registered as No.2375 of 1969/1891 SE of Book I, Volume 254, pages 170 to 174 dated 22nd September, 1969/31st Bhadva 1891 SE, Gyanchandra Jt. Sub-Registrar Exercising the powers of the Registrar. S.F.L.

Laddhera the 7th sheet no. of execution is three //

