

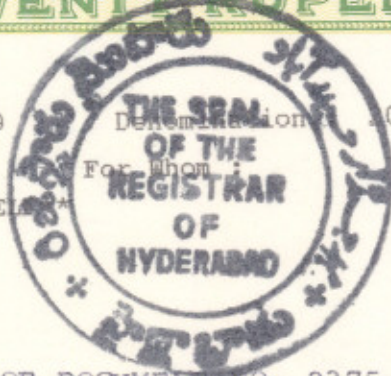
2375/1969
Vol. 254. P. 170.



Date : 23-03-2005 Serial No : 1,489

Purchased By :
K PRABHAKAR REDDY

S/O K PADMA REDDY
SEC BAD



[Signature]
Sub Registrar
Ex.Officio Stamp Vendor
S.R.O. MAREDPALLY

COPY OF 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) Veerendranath Barman son of Somanath Barman aged 37 years, occupation Business and 3) Surendra nath son Somanth Burman aged about 34 years, occupation Business, carrying on Business under the name and Style "Barman Brother" as partners thereof at 5-9-665, Gunfoundry, Hyderabad, A.P., herein after 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 2A, Jeera Compound Secunderabad, herein after called the purchaser which term shall mean and include whenever

1st sheet of the 6th sheet no of location nil.

Contd. 2.



Doct.No. 2375/1969

COPY OR 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 PM. on the 19th day of September 1969/28th Bhadra 1891 SE by S.Barman Execution admitted by (1) S.Barman S/o Shambunath Barman R/o Gunfoundry Hyderabad, occupation Business 2) Veerender Nath Barman S/o Sri Somnath Barman R/o Gunfoundry, Hyderabad, occupation Business 3) Surendernath Barman S/o Samanth Barman R/o Gunfoundry Hyderabad, occupation Business, Identified by 1) — *سید داؤد* S/o Shaik Chote Govt Service R/o Gulkunda Fort Hyd. 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. 048388 Dt. 19-9-69, on S.B.H.Sec'bad, main office by the claimant to the executant, payer Satish chandra Modi Payees 1) S.Barman 2) Veerendra Nath Barman 3) Surendernath Barman 19th September 1969/ 28th Bhadra 1891 SE Gyan chandra Jt.Sub-Registrar exercising the powers of the Dist Registrar Registered as No. 2375/of 1969/1891SE of Book-I volume 254 pages 170 to 174 dated 22nd September 1969/31st Bhadra 1891 SE Gyan chandra Joint Sub-Registrar Exercising the powers of the Registrar. SEAL.

2nd page of this Bill should be attached with

Handwritten notes on the right margin.

*Sub Registrar
R.O. Office
S.R.O. Hyderabad*

*Date: 23-09-1969
Serial No: 1488
Witnessed by:
S. BARMAN
S. BARMAN*

The context may so require his heirs, executors, administrators, and assigns witnesseth as follows. The open land bearing Survey No. 44 situated at Village Bholakpur, Taluq Urban Hyderabad in Ward No. 5 within the Municipality of Secunderabad Division of the Hyderabad Municipal Corporation belonged to the late Narsing Barman Son of Baloo Singh, who was the Pattedar of the said land. The said Narsing Barman 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 Thasil Sanction No. 3625 dated 21-04-1951 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 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 above mentioned 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 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 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 comprising in Survey No. (44) as well as in the compensation to be paid for the required portion thereof have been impeded in the said proceedings as claiming.

and that of the 6th share of the same.

The Vendors have purchased on 29th August 1969 a portion of the paid land bearing Survey No. 44. 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 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 Chanduram 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 yard. The said portion of 322 sq. yards agreed to be purchased by the Purchaser herein is more fully described in the 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 this Sale deed in their individual capacity and also as 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 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 namely by cheque no. B/3 048388 dt. 19.9.69 drawn on State Bank of Hyderabad,

3rd sheet of the 6th sheet of plan no. 44 85

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 where for 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 the schedule 'A' annexed to this deed and delineated in RED in the plan annexed hereto 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 and declare and assure the purchaser as follows: (a) That the Vendors are the absolute owners 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 out standing 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 (e) That the said portion of land shall be quietly entered into on held and enjoyed by the Purchaser with all benefits and profits received there from by the purchaser without any interruptions or disturbances whatsoever of any kind by Vendors or any other persons. The Vendors hereby further agree to indemnify and keep indemnified at all times, the Purchaser. In respect of the all losses, expenses and costs including court costs, which the purchaser may be put to on accounts 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.

Wm. Shakti Singh 6th June 1961

The Vendors hereby create indemnity in favour of the purchaser to the extent of Rs. 12,880/- (Rupees Twelve Thousand Eight Hundred and Eighty Only) being sale price under this document over the premises known as "BARMAN BUILDING" situated in Gunfoundry, Hyderabad more particularly described in the Schedule 'B' hereinafter referred to as schedule 'B' property and the Vendors hereby agree that on the failure of the Vendors to pay the purchasers 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 realize the amounts due to him from the sale proceeds and if the proceeds of the sale are insufficient to satisfy by 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 force for a period of Twelve years from this date and the said indemnity shall stand automatically cancelled thereafter in the absence of any claims of the purchaser arising under this deed provided that the purchaser may give up 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 all defend the title of the purchaser to the ~~the~~ Said Portion of land sold under this Deed. The Vendors have his day placed the purchaser in actual possession of the property sold under this deed schedule 'A' Description of land sold to the purchaser.

5th Street of Gunfoundry 6th Suburban of Gunfoundry in 12.880/-

Plot of land admeasuring of 322 Sq.Yards equivalent to 268.33 Sq.Metres, out of the land comprising survey No. 44, situated in village Bholakpur Taluq 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 belonging to Vendors, East by Nala, West by 15' wide foot-path of the Ring Road delineated in RED 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 ⁸⁷ (B) 'B' ⁸⁸

Description of the property given as indemnity under this document. Three storeyed 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. Sadani Begum, South by Cement Road leading to Gunfoundry, West by Grave yard., and Cement Road leading to Secunderabad. 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) 3). Surendra Nath Barman (Surendra Nath Barman) vendors for self and as part of Barman Brothers.

WITNESSES:

- 1) شیخ داؤد
- 2) Swaroop Nandan.

6th Sheet of the last schedule of plan no. 88

Contd.

Doct.No. 2375/1969

Nine Stamps Rupees five hundred and eighty five -----
In document interlineations etc nil. In Register (1) (2) (3) (4) (5)
(6) (7) (8) (9) (10) (11) erasures. (12) interlineation. Sd/- Copied
by Anwar Hussain TSW Examined by Sd/- (Reader) Sd/-(Examiner) Note.
Plan accompanying filed at pages (307/308) of volume (262) of Book-I.
Gyan chandra Joint Sub-Registrar - dated. 22-9-1969. -----

2nd Page of this last sheet of location nil. 88
Volume of location in copy one 88

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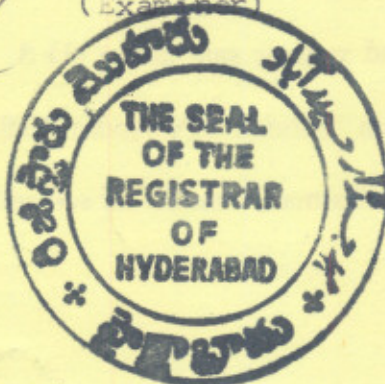
(Reader)

Certified Copy

Dated. 12/4/2008

(Examiner)

OFFICE OF THE
DISTRICT REGISTRAR
NIZAM SHAHI ROAD,
HYDERABAD.



[Signature]
Joint Sub Registrar-D
R.O. Hyd.