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3255
29/5/03

01DD 549523



SALE DEED

THIS DEED of SALE executed on this 28th day of MAY

2003 between:

SMT. SUSHILA ARORA, wife of Late Shri Gaya Prasad

Arora, resident of Goverdhan Darwaza, Purana Shahr,

Sushila Arora *Shubha*

For Drafting Constructions

L. N. Sharma
Partner



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Vrindavan AND SMT. SHUBHA KAPOOR, daughter of Late

Shri Gaya Prasad Arora and wife of Shri Ravi Shanker

Kapoor, resident of 331-D, Anand Vihar, New Delhi

(hereinafter jointly referred to as the FIRST PARTY/

VENDORS which term shall mean and include their legal

heirs, successors, nominees and assignees etc.,) of the

FIRST PART:

Nishida Arora

Shubha

L. N. Sharma
Partner



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AND

M/S BRAJ DHAM CONSTRUCTIONS, a partnership firm
registered under the Indian Partnership Act, 1932 by the
Registrar of Firms, Govt of N.C.T of Delhi, Delhi vide
Registration No.966/2003, having its Principal Place of

Aswaththa Narayan

Shubh

L.N. Sharma



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business at F-2, Local Shopping Centre, Udai Park, New Delhi, through one of its partners, Shri Laxmi Narain Sharma, s/o, Late Shri Bhudeo Prasad Sharma, r/o, A-16, Indrapuri, New Agra, Agra (hereinafter referred to as the SECOND PARTY/VENDEE which term shall mean and include its successors in office, nominees and assigns etc.,) of the SECOND PART.

Sushila Narain

Shubh

L. N. Sharma





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AND WITNESSETH AS UNDER:-

WHEREAS THE FIRST PARTY/VENDORS are the legal heirs of Late Shri Gaya Prasad Arora, who was the owner and Bhumidhar of land in Khata No. 30, Khasra Nos. 83/1 measuring 0.696 hectares and Khasra No. 124/1

Gustila Arora Shubh

For Brajdhani Co-operative Society

A. N. Sharma
Partner





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measuring 0.906 hectares total measuring 1.602 hectares
more fully described, in details, at the foot of this DEED
and hereinafter referred to as the 'DEMISED PROPERTY',
having acquired the same by way of purchase as well as
through family partition amongst the brothers.

AND WHEREAS Late Shri Gaya Prasad Arora expired on

Bushila Arora

Shubh

G. P. Arora

L. N. Sharma



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the 7th day of December, 2002 consequent to which, after his death, the DEMISED PROPERTY devolved and absolutely vested in the VENDORS of this DEED Smt SUSHILA ARORA and Smt SHUBHA KAPOOR as only and exclusive legal heirs of Late Shri. Gaya Prasad Arora.

In order to understand, the following is the pedigree of

Sushila Arora

Shubha

L. N. Sharma





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Late Shri Gaya Prasad Arora showing the situation of
the present VENDORS



Sushila Arora

Shubha

L. N. Sharma





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Thus Late Shri Gaya Prasad Arora were four brothers (including Late Shri Gaya Prasad Arora himself). All the four brothers were living jointly as a JOINT HINDU FAMILY and were purchasing properties in the name of different brothers for the family purposes out of family funds. Each brother formed his own HINDU UNDIVIDED FAMILY consisting of himself, his wife, sons and/or daughters in

Deekshita Arora

Shubhi

L. N. Sharma





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his own branch. Eventually various properties purchased from time to time, (larger portion of the properties were purchased between the span of 1965 and 1976) in the name of different brothers including the DEMISED PROPERTY, were thrown in the common stock of the LARGER JOINT HINDU FAMILY in the name of Ballimal Gokul Chand HUF. With the passage of time and growth

Shubhika Narra

Shubhika

For Brojendra Narra

L.N. Narra
Partner



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in the size of the LARGER JOINT HINDU FAMILY, it was decided, amongst the brothers, to partition, all the movables and immovable properties held in the LARGER JOINT HINDU FAMILY CORPUS without disturbing the unilty of the family. Accordingly several properties including the DEMISED PROPERTY were partitioned orally amongst the brothers (each representing in the capacity

Banshila Arora

Shubh

L.N. Sharma



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of Karta of his own branch) in 1975 and subsequently in 1992 in writing, thereafter ratified by an Order of the Revenue Court in the year 1993. As consequence of oral partition followed by subsequent written partition and by subsequent minor adjustments all the brothers and their family members were in possession of their respective share of property through out, till the joint

Manohila Arora

Shubh

L.N. Sharma





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properties were formerly partitioned under a decree of Revenue Court. Later on one of the brother Shri Lalit Kumar Arora also filed a declaratory suit in the year 1995 endorsing the family arrangement document which suit was also decreed by the Civil Court confirming share of each brother.

Dusshanta Arora

Shubh

L. N. Sharma



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Accordingly each brother is possessing and occupying on the spot the holding of his share by dividing the same in metes and bounds. The Revenue Authorities also duly made entries in revenue records by separating the Khata of each brother.

Subsequently after the death of, one of the brothers,

Amal K. Datta

Shubh

L. A. Sharma





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Shri Gaya Prasad Arora, his legal heirs SMT SUSHILA ARORA and SMT SHUBHA KAPOOR (who are the executors of present deed) have also applied for mutation in their favour in revenue records.

All the formalities before the Revenue Authority regarding the mutation of the names were duly completed. Later

Gaya Prasad Arora

Shubha

L.N. Sharma





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on the Revenue Authority in or about 1996-97, changing the character of the land from agricultural to non-agricultural purposes, also made a declaration under Section 143 of U.P. Z.A. & L.R. Act. In addition, to aforesaid declaration of non-agricultural character, M.V.D.A. has also defined the character of the land as containing huge craters caused due to land used for

Anushila Arora

Shubh

For Brojendra Chandra

L. N. Sharma
Partner



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brick clin which will require substantial investment to fill the craters and make it worthy for any kind of use.

AND WHEREAS the VENDORS mentioned herein above have thus acquired absolute rights, titles and interests in the DEMISED PROPERTY, which is more clearly demarcated in the attached SITE PLAN as Appendix 'I'

Sushila Arora

Shubha

L.N. Suman





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and also mentioned at the foot of this DEED.

AND WHEREAS the DEMISED PROPERTY being not in a usable condition, the VENDORS do not find any use of the same and are therefore interested to dispose off the same for adequate consideration.

Bharatendra Arora

Shubha

L.N. Sharma





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AND WHEREAS the SECOND PARTY/VENDEE is interested in buying the DEMISED PROPERTY and has also entered into transaction for sale with other co-owners regarding their shares of partitioned land and has therefore proposed the VENDORS to purchase the DEMISED PROPERTY.

Sushila Arora



Shubh



For Brajdam Constabulations

L. N. Sharma
Partner



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AND WHEREAS the VENDORS have accepted the proposal of the VENDEE who is paying adequate price for the property mentioned in this DEED.

AND WHEREAS the DEMISED PROPERTY being sold by this INSTRUMENT is part of several parcels of land which were purchased from the joint family funds in the name

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of different brothers. In order to understand, the details of purchases in the name of individual brothers and thereafter rotation of shares amongst the brothers are being explained in APPENDIX- 'II' attached with this DEED showing original purchases and thereafter

Dushila Noor

Shubh

L.N. Sharma



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corresponding allocation and confirmation of distribution of shares by Judicial Order. The final allocation of land, in the share of VENDORS, being transferred by this deed is also shown in the attached SITE PLAN in red

Mushila Arora

Shubh

L. N. Sharma



L. N. Sharma



01DD 549545

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colour. The APPENDIX- 'II' also discloses the details of previous sales to the VENDORS and their respective DEEDS.

AND WHEREAS for the reason stated hereinabove the

Neelika Arora

Shubh

For Bajelbana Constructions

L. N. Sharma
Partner



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VENDORS hereby absolutely transfer and convey into the VENDEE, the ownership, alongwith all rights, titles, interests and delivery of possession, of the DEMISED PROPERTY, shown by metes and bounds in the attached

Anubhava Anand

Shubha

A. A. Sharma





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SITE PLAN being Appendix 'I' on receipt of total sale consideration mention here in below.

That the total consideration, referred to hereinabove, for sale of the DEMISED PROPERTY has been agreed at

Dushila Arora

Shubh

L.N. Sharma





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Rs. 59,27,400.00 (Rupees Fifty nine lacs twenty seven thousand and four hundred only) calculated at the rate of Rs.370.00 per sq mts which includes cost of land and stamp duty thereon. The VENDORS hereby acknowledge

Devendra Arora

Shetty

L. N. Suman





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having received the entire sale consideration amounting to Rs.59,27,400.00 (Rupees fifty nine lacs, twenty seven thousand and four hundred only) in the following manner:-

Mushalla Arora

Shubh

For Brajdhara Constructions

L.N. Sharma
Partner





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(i) Rs. 25,00,000.00 (Rupees Twenty five lacs only)

received by cheques/demand drafts from nominees

of the VENDEE who now stand fully discharged.

Sushila Arora

Shubh

L.N. Sharma





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(ii) Rs. 11,30,000.00 (Rupees Eleven lacs thirty thousand only) by two demand drafts Nos., 018485 and 018486 for Rs. 2,30,000.00 (Rupees two lacs thirty thousand only) and Rs. 9,00,000.00 (Rupees

Sushila Narain Shetty



L. V. Sharma



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nine lacs only) respectively, both dated 14th May, 2003 drawn on Punjab National Bank, Sanjay Complex Branch, Sanjay Place, Agra in favour of the VENDORS Smt SUSHILA ARORA payable at Vrindavan Branch, Distt., Mathura.

Sushila Arora

Shubh

C. N. Sharma



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(iii) and balance Rs.22,97,400.00 (Rupees Twenty two lacs, ninty seven thousand and four hundred only) by three demand drafts No.018683, 018684 and 018685 for Rs.9,00,000.00 (Rupees nine lacs only),

Arundha Arora

Shubh

For Bonjalla...

L.N. Sharma
Partner



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9,00,000.00 (Rupees nine lacs only) and
Rs.4,97,400.00 (Rupees four lacs ninty seven
thousand and four hundred only) respectively, all
dated 24th May, 2003 drawn on Punjab National

Aswika Arora

Shubh

K. W. Sharma



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Bank, Sanjay Complex Branch, Sanjay Place, Agra
in favour of the VENDORS, SMT. SUSHILA ARORA
and SMT. SHUBHA KAPOOR, payable at
C.D.P.C.Express Building Branch, New Delhi.

Sushila Arora

Shubha

L.N. Sharma





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Thus the SECOND PARTY/VENDEE has been put in physical possession as absolute owners of the DEMISED PROPERTY hereby conveyed and accordingly the VENDEE may get its name mutated in the Revenue Records as

Sachin K. Sharma

Shubh

L. N. Sharma





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well as in any other Government Records including any
Local Authority.

AND WHEREAS the VENDORS hereby assure the VENDEE
that the DEMISED PROPERTY is free from all charges,

Deeshila Arora

Shubh

For Brajesh Construction

A. N. Sharma



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liens and encumbrances and no previous transaction has been made regarding the same and that the VENDORS have absolute rights, titles and interests to transfer the same. The DEMISED PROPERTY is also free from any

Anubala Arora

Shubh

L. N. Sharma
Partner



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acquisition proceedings or any other kind of bar. The
DEMISED PROPERTY, being transferred through this DEED
Is of absolutely good marketable title, however the quality
of the land and condition of the property which contains

Shubha Arora



Shubha

For Drafting and Constructions

L.N. Sharma
Partner





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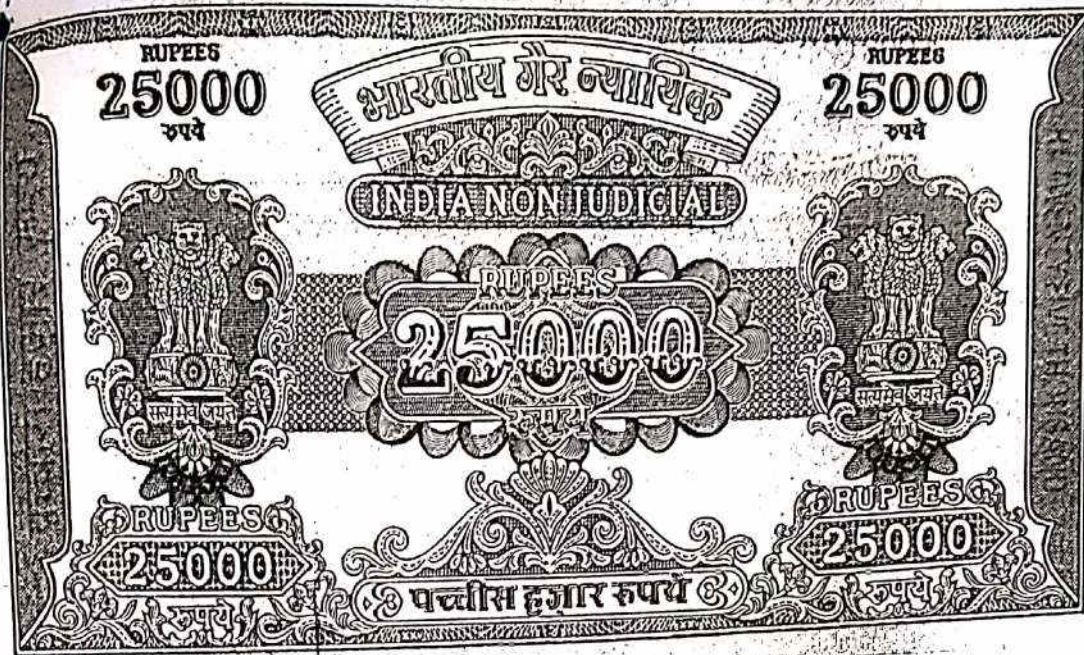
huge pits and craters has been fully disclosed by the VENDORS to the VENDEE and is being sold on as it is condition, the VENDEE shall at its own expense make the land usable for any purpose it may desire. The

Manohila Arora

Shubh



L. N. Sharma



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VENDORS shall not be liable in any manner whatsoever.

The VENDORS hereby further assure the VENDEE that,
in case, If any defect in title is detected or any

Anubhava Agarwal

Shubhi

For Brajdhara Constructions

L. N. Sharma
Partner





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suppression of material facts or non disclosure thereof
occurs which causes any loss and/or damages to the
VENDEE or otherwise adversely effects the title and

Sudhika Ayora

Shubh

For Brajdharm Constructions

L. N. Sharma
Partner



01DD 549563

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interests of the VENDEE the VENDORS shall be fully liable to indemnify the VENDEE by bearing all costs and expenses together with damages if any, which the VENDEE shall also be entitled to recover through Court of Law.

Aushila Arora

Shubh

L.N. Sharma





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That the Stamp Duty amounting to Rs. 11,21,400.00 has been paid on Rs.1,12,14,000.00 being the sale consideration calculated at the prevailing circle rate of Rs.700.00 per sq meters as against the actual sale consideration of Rs.59,27,400.00 and as a term of the

Mushim Datta

Shubh

L. N. Sharma



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contract of sale , has been borne by the VENDORS.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET
THEIR RESPECTIVE SEAL AND SIGNATURES ON THE
DAY, MONTH AND YEAR MENTIONED HEREINABOVE IN

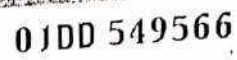
Muslika Anon

Shubh

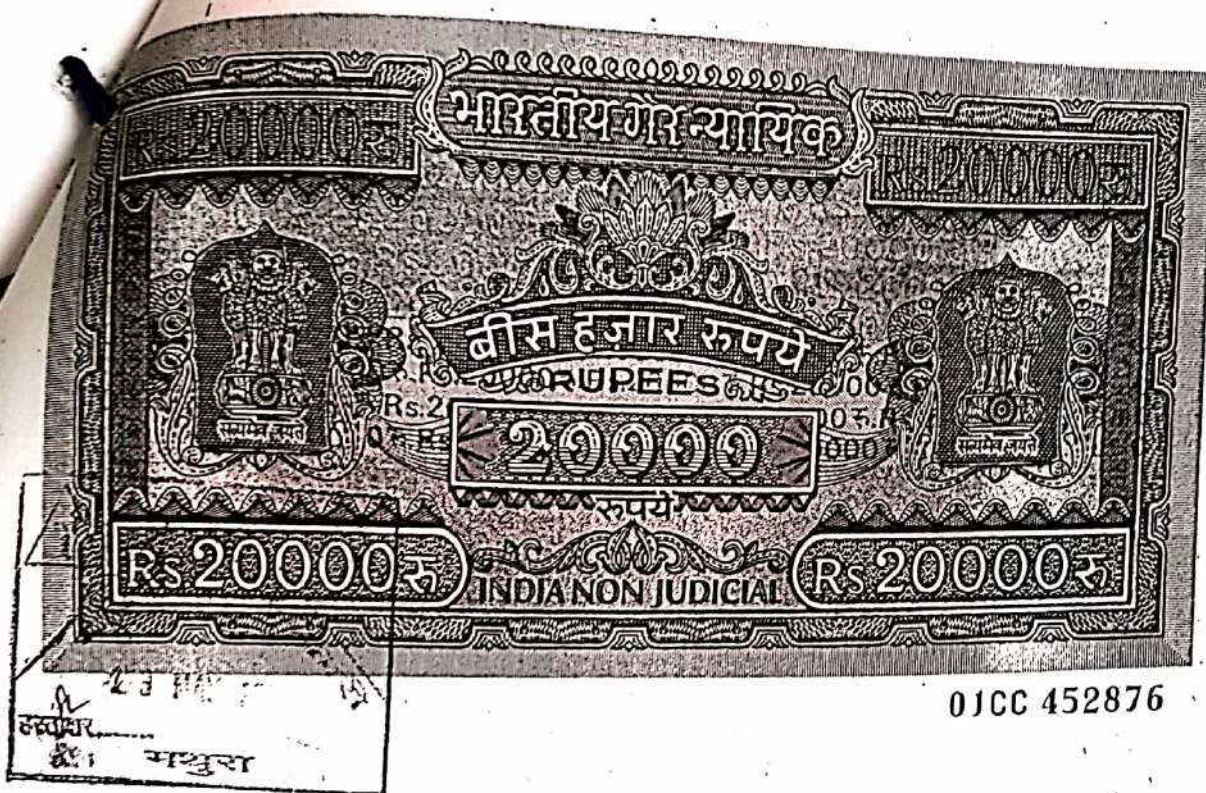
For Handlers' Computations

A.N. Shum

10/1/11



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DISCRIPTION OF LAND

Area being transferred 1.602 Hectres. In Khata No. 30,
Khasra No. 83/1 0.696 hectres and in Khasra No. 124/1

Aushila Arora

Shubh

For Brajendra Chandra

L. N. Sharma
Partner





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measuring 0.906 hectares, situated at Mauza Rajpur

Bangar, Vrindavan, Mathura, bounded as under:-

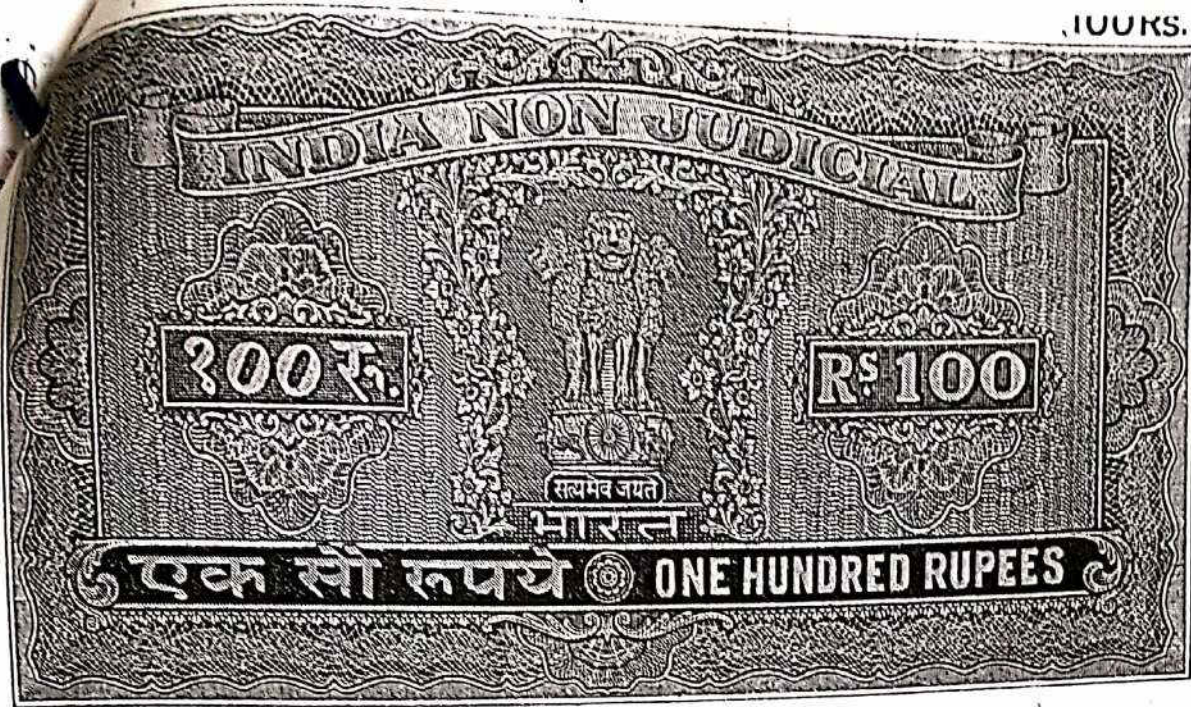
Sushila Arora

Shubhi

For Brajdhani Constructions

L.N. Sharma
Partner





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NORTH : Naali Land in Khasra No. 82 followed by
Khasra No. 124/1.

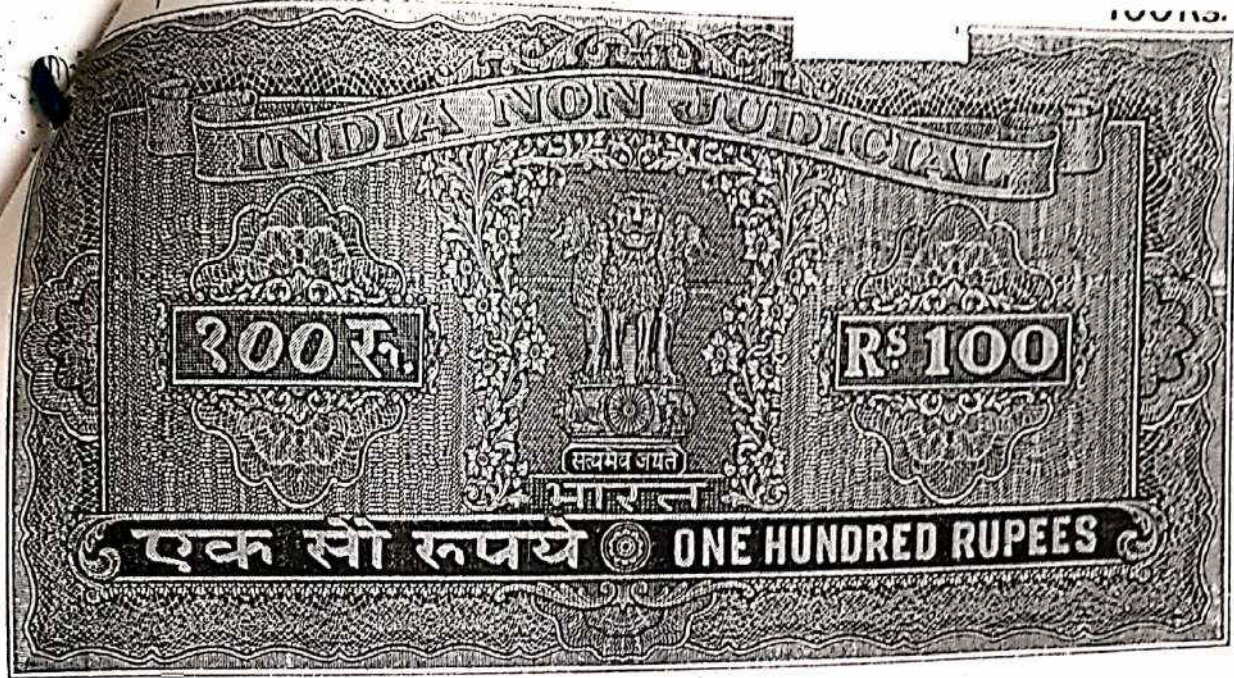
Aushila Arora Shubh



For District...



L. N. Sharma



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Shubh

EAST. : Naali Land in Khasra No. 82 followed by
Khasra No. 123 & 124.

Sushila Arora

Shubh

L.N. Sharma





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Land in Khasra No. 126 & 123.

Aushila Arora

Shubha

For B. & L. & Co. B. & L. & Co.

L. N. Sharma





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WEST : Railway land in Khasra No 81.

Sushila Arora

Shubh

L.N. Sharma

