



02DD 917094



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, and Smt. SHUBHA KAPOOR daughter of Late Shri Gaya Prasad Arora as his only legal heirs, Shri PURSHOTTAM DAS ARORA and Shri LALIT KUMAR ARORA both son of Late Shri Badri Das Arora, residents of Goverdhan Darwaza, Purana Shahr, Vrindavan, Distt Mathura (hereinafter jointly referred to as the FIRST PARTY/VENDORS which term shall mean and include their legal heirs, successors, nominees and assignees) of the FIRST PART:

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, vide Registration No.966/2003, having its Principal Place of 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) of the SECOND PART.

AND WITNESSTH AS UNDER: -

WHEREAS THE FIRST PARTY/VENDORS are the joint owners and Bhumidhars

Sushila Arora

Shubha

M. Arora

L. Arora

For Brajdham Constructions

L. N. Sharma
Partner





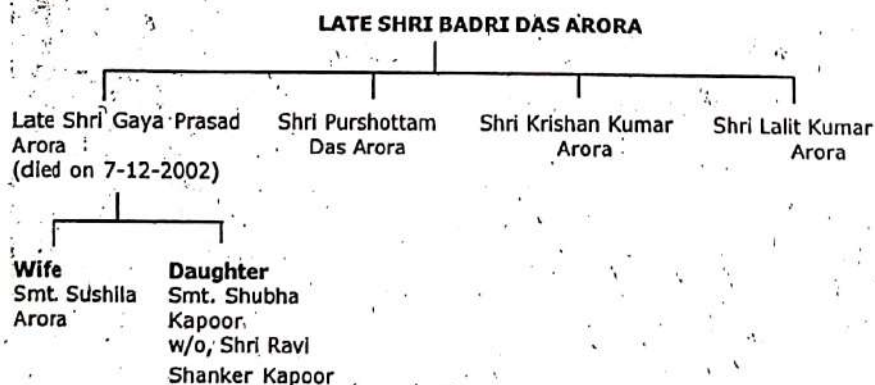
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of land in Khasra No. 124M (124/4) measuring 0.041 hectares, Khasra No. 131M measuring 0.012 hectares, Khasra No. 132M measuring 0.024 hectares and Khasra No. 133M measuring 0.008 hectares, total measuring 0.085 hectares, more fully described in details at the foot of this DEED hereto 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 the 7th day of December, 2002 consequent to which, after his death his share in the 'The DEMISED PROPERTY' devolved and absolutely vested in Smt Sushila Arora and Shri Shubha Kapoor, one of the VENDORS of this DEED, as only and exclusive legal heirs of Late Shri Gaya Prasad Arora.

In order to understand, the following is the pedigree of the present VENDORS.....



Thus Late Shri Gaya Prasad Arora were four brothers. All the four brothers were living jointly as a JOINT HINDU FAMILY and were purchasing properties in

Sushila Arora

Shubha

Mohtars

For Brajdharm Constructions

L.N. Sharma
Partner





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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 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 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 unity of the family. Accordingly several properties including the DEMISED PROPERTY were partitioned orally amongst the brothers (each representing in the capacity 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 shares of property through out, till the property was formerly partitioned under a decree of Revenue Court. Later on, one of the brothers, 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 the share of each brother.

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.

Later on after the death of, one of the brothers, Shri Gaya Prasad Arora, who expired on the 7th day of December, 2002 his legal heirs, SMT SUSHILA ARORA AND SMT SHUBHA KAPOOR, who are one of the VENDORS of this Deed, have also applied for mutation in their favour in revenue records which matter is pending for disposal.

For Brajdharm Constructions

Sushila Arora

Shubha

Arora

L. N. Sharma
Partner



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All the formalities before the Revenue Authority regarding the mutation of the name were duly completed. Later on the Revenue Authority on 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 brick clia which will require substantial investment to fill the craters and make it worthy for any kind of use.

AND WHEREAS after the formal partition in metes and bounds each co-sharer contributed a fraction of piece of land out of his/her share of properties to provide common internal passage of road for better approach to the land held by each co-sharer. Accordingly the property was mutated in the revenue records in the joint names of the VENDORS bearing a separate Khata Number in the revenue records.

AND WHEREAS the VENDORS mentioned herein above have thus acquired absolute rights, titles and interest in the DEMISED PROPERTY, which is more clearly demarcated in the attached SITE PLAN and also mentioned at the foot of this DEED.

Since the entire parcels of land for which the approach road was provided is being transferred to the VENDEE by separate sale deeds. There is, therefore no justification to retain the strip of passage which could be more beneficially enjoyed by the VENDEE. Hence this sale deed of the passage is being separately executed for adequate consideration in favour of the VENDEE for his exclusive use.

AND WHEREAS the property being sold by this INSTRUMENT is part of several parcels of land which were purchased from the joint family funds in the name of different brothers. In order to understand, the details of purchases in the name of individual brothers and thereafter rotation of shares amongst the

Musilila Arora

For Brajdharm Constructions

C.N. Sharma
Partner



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brochures are being explained in APPENDIX- 'II' attached with this DEED showing original purchases and thereafter corresponding allotment 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 colour. The APPENDIX- 'II' also discloses the details of previous sale to the VENDORS and their respective DEEDS.

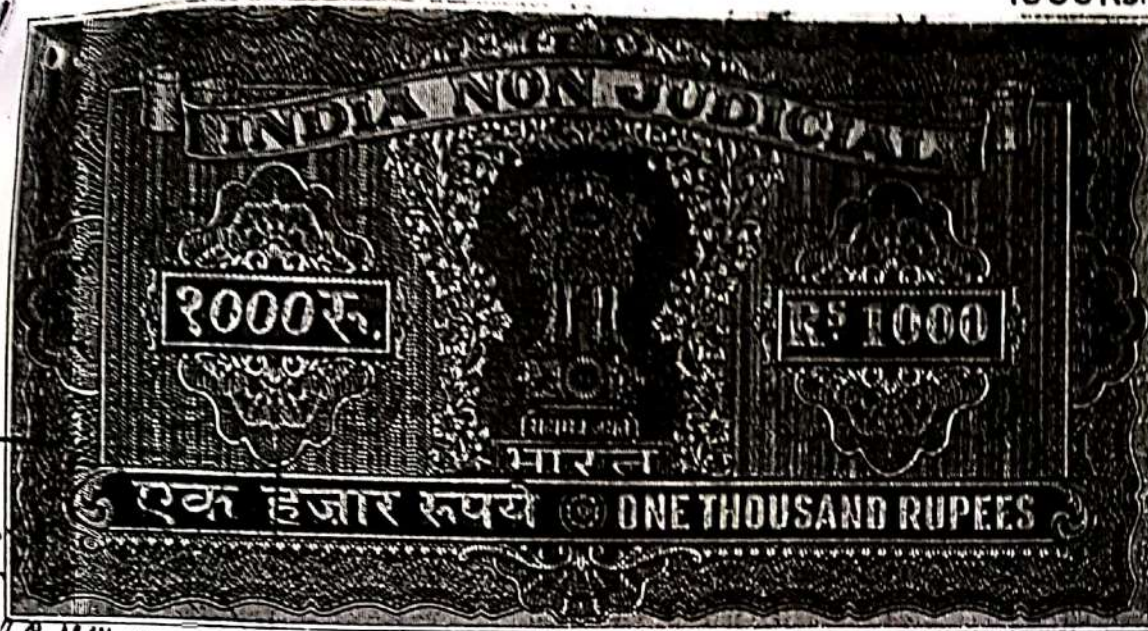
AND WHEREAS for the reason stated hereinabove the VENDORS hereby absolutely transfer and convey into the VENDEE, the ownership, alongwith all rights, titles, interests and delivery of possession, of the DEMISED PROPERTY, shown by metes and bounds in the attached SITE PLAN being APPENDIX- 'I' to this deed on receipt of total sale consideration mention here in below.

The total consideration, referred to hereinabove, for sale of the DEMISED PROPERTY has been agreed at Rs. 3,14,500.00 (Rupees Three lacs fourteen thousand and five hundred only) calculated at the rate of Rs. 370.00 per sq. ft. which includes cost of land and stamp duty thereon. The VENDORS hereby agree to receive the entire sale consideration amounting to Rs. 3,14,500.00 (Rupees Three lacs fourteen thousand and five hundred only) as follows:-

Rs. 1,00,000.00 (Rupees one lakh thousand only) by Demand Draft No. 018699 dated 24th May, 2003 drawn on Punjab National Bank, Sanjay Complex Branch, Sanjay Place, Agra in favour of Smt. SHILPA KAPOOR and Smt. SHUBHA KAPOOR payable at C.D.P.C. Express Building, New Delhi.

Rs. 50,000.00 (Rupees sixty thousand only) by Demand Draft No. 018699 dated 24th May, 2003 drawn on Punjab National Bank, Sanjay Complex Branch, Sanjay Place, Agra in favour of SHRI PURSHOTTAM DAS AGORA, payable at Vrindavan, Distt. Mathura.

Shubha Kapoor *Shilpa Kapoor* *For Brajdharm Constructions*
 *L. N. Sharma*
 Partner



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- (iii) Rs. 1,94,500/- (Rupees one lac, ninety four thousand and five hundred only) by Demand Draft No.018700 dated 24th May, 2003 drawn, on Punjab National Bank, Sanjay Complex Branch, Sanjay Place, Agra in favour of SHRI LALIT KUMAR ARORA, payable at Vrindavan Branch, Distt., Mathura.

Thus the SECOND PARTY/VENDEE has been put in physical possession as owner of the DEMISED PROPERTY hereby conveyed and accordingly the VENDEE may get its name mutated in the Revenue Records as well as in any other Government Records including any Local Authority.

AND WHEREAS the VENDORS hereby assures the VENDEE that the DEMISED PROPERTY is free from all charges, 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 acquisition proceedings or any other kind of bar.

The VENDORS hereby further assures the VENDEE that, in case, if any defect in title is detected or any suppression of material facts or non disclosure thereof occurs which causes loss and damages to the VENDEE or otherwise adversely effects the title and interests of the VENDEE the VENDORS shall be fully liable to indemnify the VENDEE by bearing all costs, consequences and expenses together with damages if any, which the VENDEE shall also be entitled to recover through Court of Law.

That the Stamp Duty on this deed amounting to Rs. 59,500.00 has been paid on Rs.5,95,000.00 being the sale consideration calculated at the prevailing circle rate of Rs.700.00 per sq mts., as against the actual sale consideration of Rs.3,14,500.00 and has been, as a term of contract of sale, paid by the VENDOR.

Rushila Arora

Shubh

Rafat

Lama

For Brajdharm Constructions

D. N. Sharma
Partner



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

WITNESSES:

FIRST PARTY

1-3-2018
 1-3-2018
 5/10 जू वरुण अरुण रमरेनी-हृदय



Sushila Arora
 (SMT SUSHILA ARORA)

Shubha

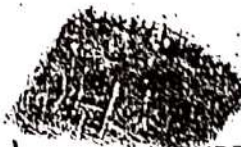
(SMT SHUBHA KAPOOR)



Purshottam

(SHRI PURSHOTTAM DAS ARORA)

Handan
 (M. K. Handan)
 B/o Lati & Shri SK Tandon
 P/o, 1 Krishna Enclave
 Dayal Bagh Road
 Dehra



(SHRI LALIT KUMAR ARORA)

SECOND PARTY

L. N. Sharma
 (SHRI LAXMI NARAIN SHARMA)

For and on behalf of Braj Dham Constructions





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DESCRIPTION OF LAND

Area being transferred only 0.085 hectares, out of Khata No. 31, Khasra No. 124M (124/4), Khasra No.131M, Khasra No. 132M and Khasra No. 133M situated at Mauza Rajpur Bangar, Vrindavan, Mathura, bounded as under:-

- NORTH : Private Road in Khasra No.133.
SOUTH : Land in Khasra Nos 125 and 129.
EAST : Land in Khasra Nos.130, 131 & 132.
WEST : Land in Khasra Nos.124/2, 124/3, 134 & 135.

Dushila Astora

Shukla

M. A. B. S.

Sharma

For Brajdharm Constructions

L. N. Sharma
Partner



APPENDIX - 'II'

DETAILS OF KHASRA NUMBERS WHICH WERE ORIGINALLY PURCHASED BY LATE SHRI GAYA PRASAD ARORA MEMBER H.U.E.

KHASRA NO. Pre-consolidation		KHASRA NO. After-consoll.		PURCHASED FROM	REGISTRATION DETAILS
Old	Area	New	Area		
257	0.63 Acs.	124	8.41 Acs.	Sobha Ram s/o Ninua r/o Mohalla Kishorepura, Vrindavan, Mathura.	Dt.13-1-65, Bahi No.1, Jild No.648, Pg.281-282, Sl. No. 90, regd.on 15-1-65.
258	0.66 Acs.				Dt.13-1-65, Bahi No.1, Jild No.649, Pg.73-74, Sl. No. 87, regd. on 14-1-65.
272	0.58 Acs.			Asha s/o Nand Kishore r/o Mohalla Kishorepura, Vrindavan, Mathura.	
273	0.47 Acs.				
274	0.41 Acs.				
275	0.12 Acs.				
253	0.21 Acs.			Teja s/o Jyoti r/o Mohalla Kishorepura, Vrindavan, Mathura.	Dt.13-1-65, Bahi no. 1, Jild No.649, pg. 75, Sl. No. 89, regd. on 15-1-65.
254	0.59 Acs.				
255	0.50 Acs.				
264	0.52 Acs.			Mangla s/o Basanta r/o Mohalla Kishorepura, Vrindavan, Mathura.	Dt.13-1-65, Bahi No. 1, Jild No. 649, pg. 76, Sl. No. 91, regd. on 15-1-65.
269	0.70 Acs.				Dt.31-3-65, Bahi No.1, Jild No.651, pg. 276-277, Sl.No. 658, regd. on 1-4-65.
251	0.56 Acs.			Kare @ Kashi s/o Bhagirath r/o -do-	Back page details not available
256	0.52 Acs.			Sukha s/o Nand Kishore r/o -do-	
270	0.58 Acs.				
271	0.39 Acs.				
252	0.97 Acs.	131		Goyinda s/o Sukhran r/o -do-	Dt.13-1-65, Bahi No.1, Jild No. 648, pg. 283-284, Sl. No.92, regd. on 15-1-65.
266	0.69 Acs.			Kare s/o Poorna, Caste Jatav, r/o -do-	Dt.19-6-65, Bahi No.1, Jild No. 654, pg. 371-372, Sl. No. 1286, regd. on 2-7-65.
267	0.64 Acs.				
296	0.80 Acs.				

DETAILS OF KHASRA NUMBERS ALLOCATED TO THE MEMBERS/FIRST PARTY
VENDORS, VIZ. 1. SMT. SUSHILA ARORA AND 2. SMT. SHUBHA KAPOOR BOTH

Sushila Arora Shubhi Kapoor

CONTD.....10

For Brajdharm Constructions

L. N. Sharma
Partner

ARE ONLY LEGAL HEIRS OF LATE SHRI GAYA PRASAD ARORA, 3. SHRI PURUSHOTTAM DAS ARORA, AND 4. SHRI LALIT KUMAR ARORA, AFTER FAMILY PARTITION BY METES AND BOUNDS WHICH WAS CONFIRMED BY CIVIL COURT AND REVENUE COURT.

KHASRA NO.	AREA
124M (124/4)	0.041 Hect.
131M	0.012 Hect.
132M	0.024 Hect.
133M	0.008 Hect.

WITNESSES:

FIRST PARTY

स/० श्री १. २. ३. ४. (२२/१२/२०११)
स/० श्री १. २. ३. ४. (२२/१२/२०११)
(२०११/१२/२०११)

Sushila Arora
(SMT SUSHILA ARORA)

Shubha
(SMT SHUBHA KAPOOR)

(SHRI PURSHOTTAM DAS ARORA)

(SHRI LALIT KUMAR ARORA)

SECOND PARTY

L.N. Sharma
(SHRI LAXMI NARAIN SHARMA)

For and on behalf of B. Dham Constructions

Drafted By:- (Shri Vijay Kumar)
Advocate
Civil Courts, Agra

Typed By:- (Rajkumar Singh)
26/5/107, Sanjay Place, Agra

APPENDIX - 'II'

DETAILS OF KHASRA NUMBERS WHICH WERE ORIGINALALLY PURCHASED BY LATE SHRI GAYA PRASAD MEMBER H.U.F.

KHASRA NO. Pre-consolidation		KHASRA NO. After-consoll.		PURCHASED FROM	REGISTRATION DETAILS
Old	Area	New	Area		
257	0.63 Acrs.	124	8.41 Acrs.	Sobha Ram s/o Ninua r/o Mohalla Kishorepura, Vrindavan, Mathura.	Dt.13-1-65, Bahi No.1, Jild No.648; Pg.281-282, Sl. No. 90, regd. on 15-1-65.
258	0.66 Acrs.				Dt.13-1-65, Bahi No.1, Jild No.649, Pg.73-74, Sl. No. 87, regd. on 14-1-65.
272	0.58 Acrs.			Asha s/o Nand Kishore r/o Mohalla Kishorepura, Vrindavan, Mathura.	
273	0.47 Acrs.				
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266	0.69 Acrs.				

DETAILS OF KHASRA NUMBERS ALLOCATED TO THE MEMBERS FIRST PARTY- VENDORS AFTER FAMILY PARTITION BY METES AND BOUNDS WHICH WAS CONFIRMED BY CIVIL COURT & REVENUE COURT.

<u>KHASRA NO.</u>	<u>AREA</u>	
83/1	0.696 Hect.	TOTAL - 1.602 Hect.
124/1	0.906 Hect.	

Anushila Arora Shukla

For Brajdhum Constructions

A.N. Sharma
Partner

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