

3252
63

(3)

3252
29/5/03

23 MAY 2003
मथुरा



0100 549599



SALE DEED

THIS DEED of SALE executed on this 28th day of
MAY, 2003 between:

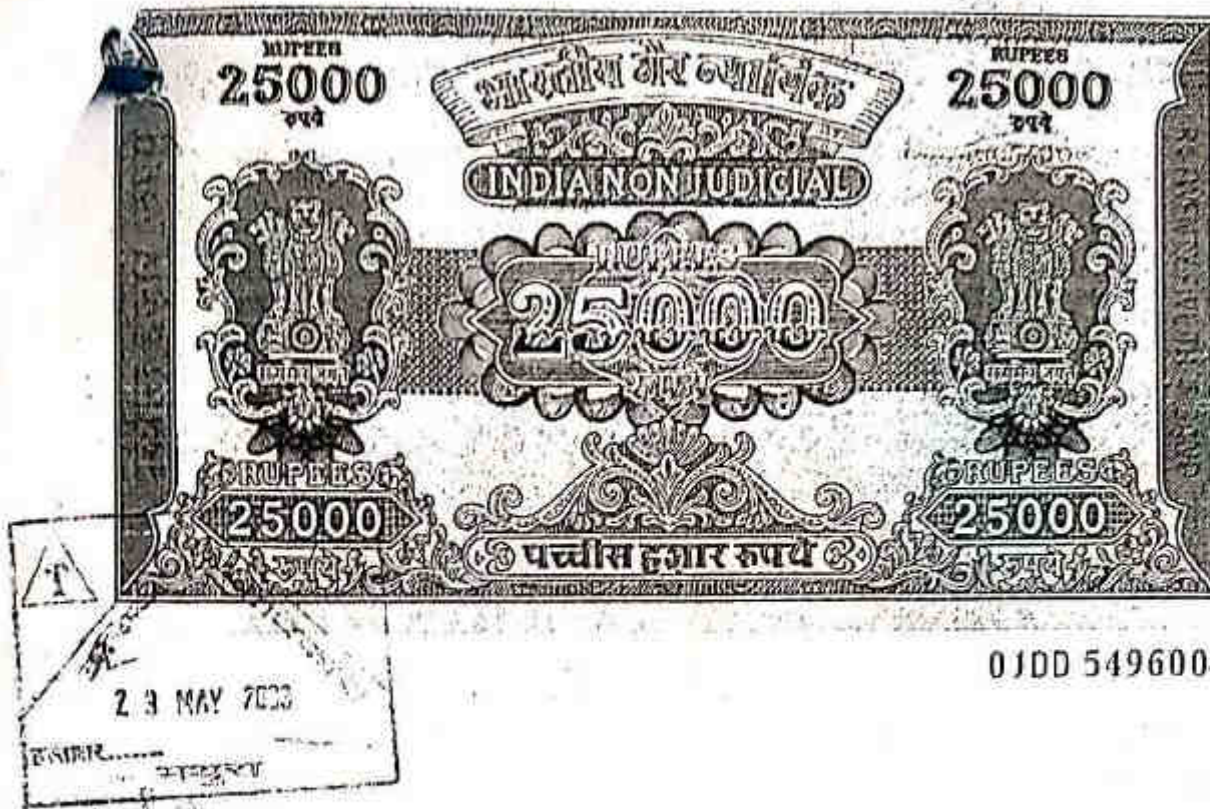
SHRI KRISHNA KUMAR ARORA, son of Late Shri



For Drafting and Conveyances

A. N. Sharma
Partner





-2-

Badri Das Arora, r/o, Goverdhan Darwaza, Purana
Shahr, Vrindavan, District Mathura (hereinafter
referred to as the FIRST PARTY/VENDOR which term
shall mean and include his legal heirs, successors,
nominees and assignees) of the FIRST PART:

For Badri Das Arora

Signature

L. N. Sharma
For Badri Das Arora

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-3-

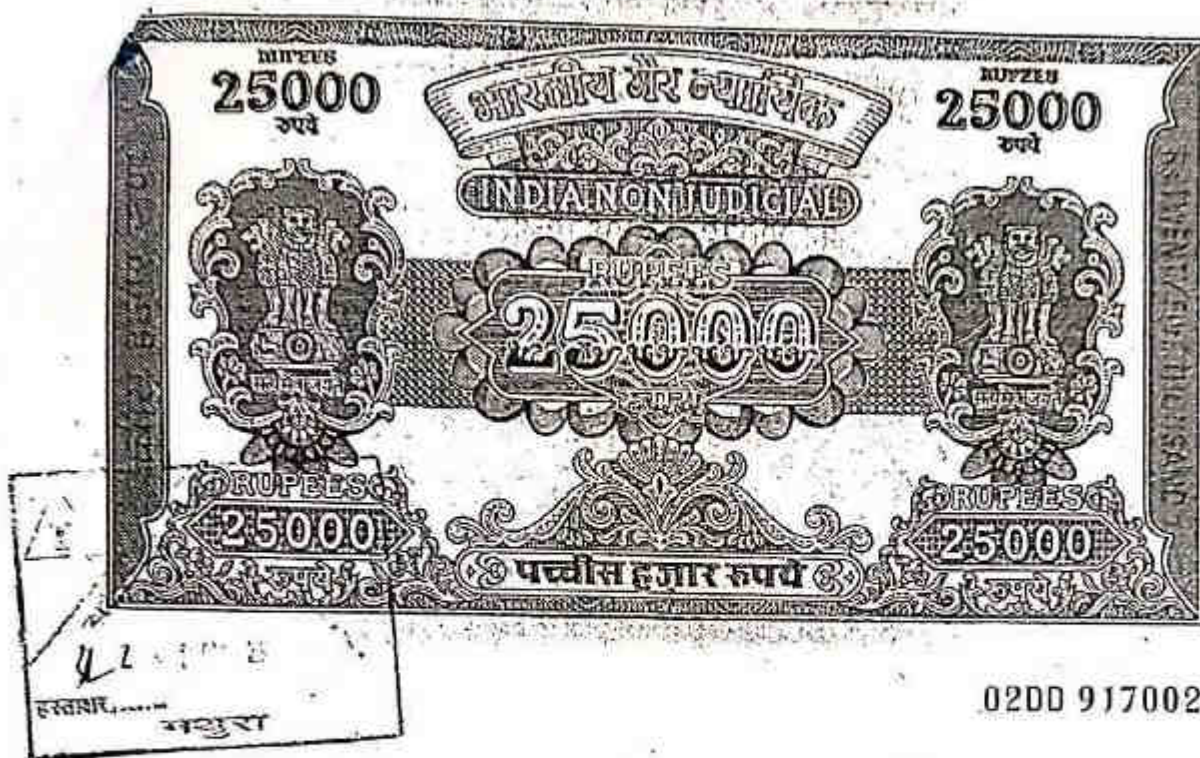
AND

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, having its Principal Place of business

23-05-2023

For Signature

A. N. Sharma
Partner

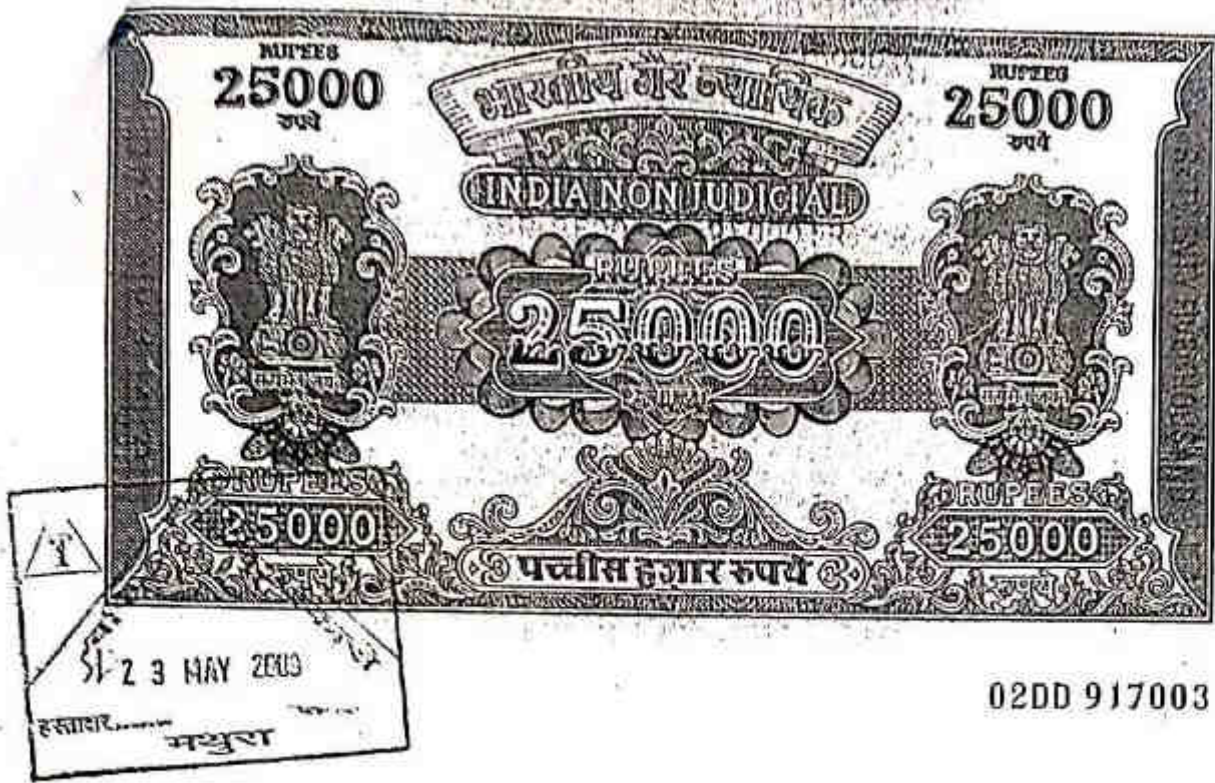


-4-

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,

For Unjdhani Construction

U. N. Sharma
Partner



-5-

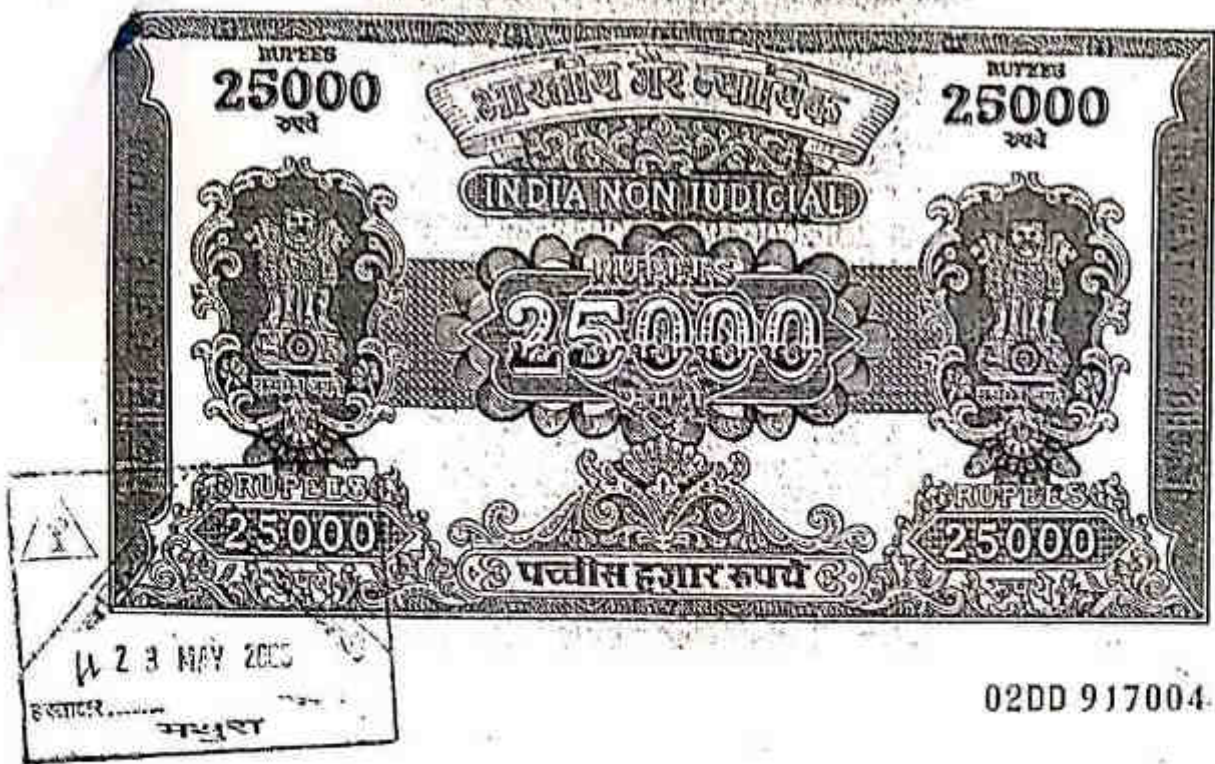
nominees and assigns) of the SECOND PART.

AND WITNESSETH AS UNDER: -

WHEREAS THE FIRST PARTY/VENDOR is the owner
and Bhumidhar of land in Khata No. 26, Khasra No.

For Brajdharm Constructions

R. N. Sharma
Partner



-6-

83/2 measuring 2.084 hectares morefully 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.

For Brijdham Constructions

L. N. Sharma
Partner



-7-

In order to understand, the following is the pedigree
of Shri Krishna Kumar Arora showing the situation
of the present VENDOR

श्री. कृष्ण कुमार अरोरा

For Brajdharm Constructions

L.N. Sharma
Partner



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LATE SHRI BADRI DAS ARORA

Late Shri Gaya Prasad
Arora
(died on 7-12-2002)

Shri Purshottam
Das Arora

Shri Krishan Kumar
Arora

Shri Lalit
Kumar Arora

Wife
Smt. Sushila
Arora

Daughter
Smt. Shubha
Kapoor
w/o, Shri Ravi
Shanker Kapoor

For Brajdharm Constructions

L.N. Singh
Partner



-9-

Thus Late Shri Gaya Prasad Arora were four brothers (including the Vendor 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

For Brajdharm Constructions

A. V. Sharma
Partner



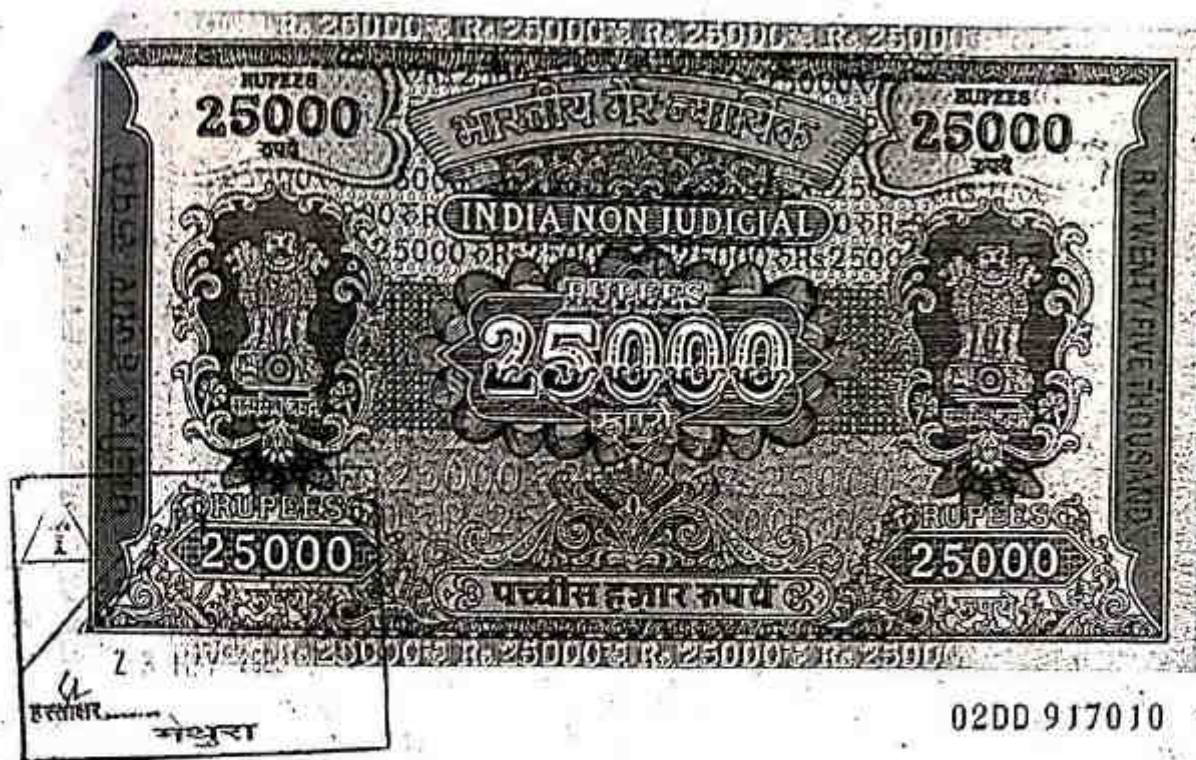
-10-

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

For Brajdharm Constructions

C. N. Samra

Partner



02DD 917010

-12-

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 1971



-13-

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

7. 3. 7/11

For Probation Certificate

L.N. Sharma

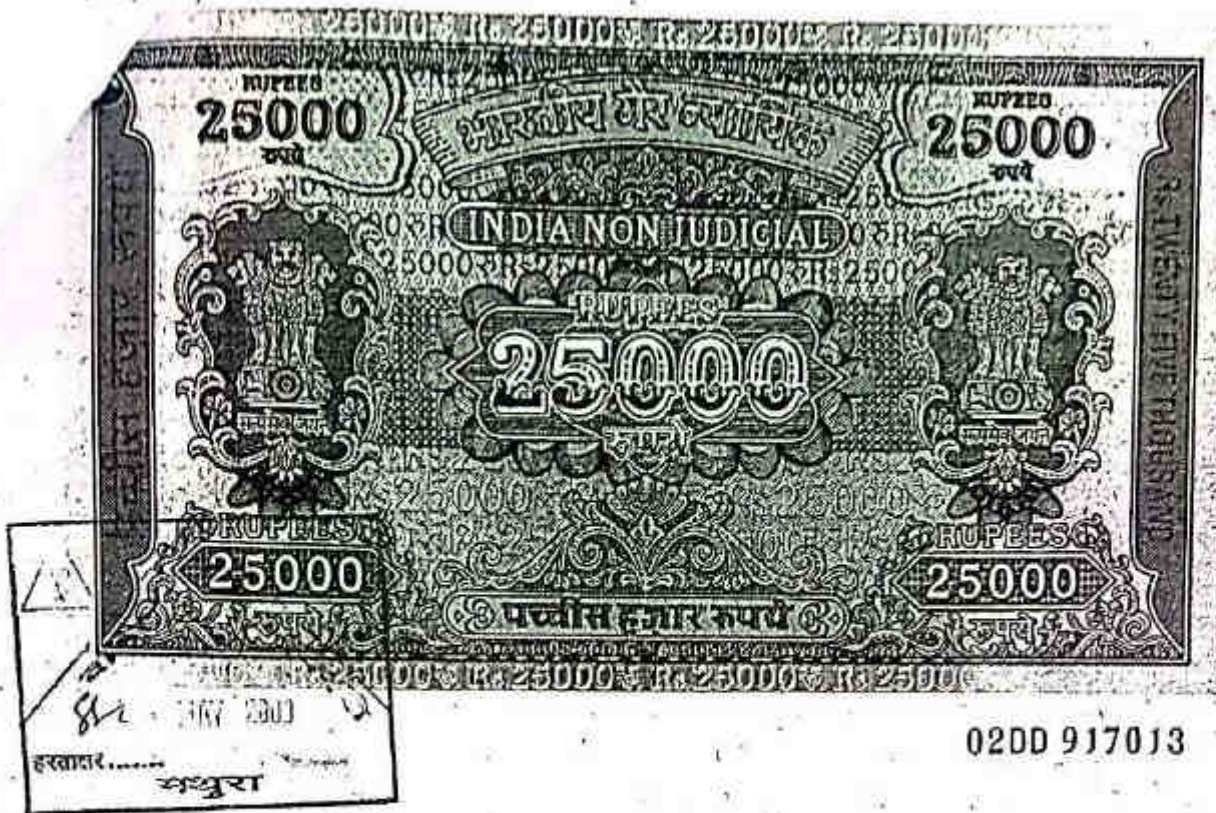


-14-

share 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

For Brojdhani Constructions

L. N. Sharma
Partner



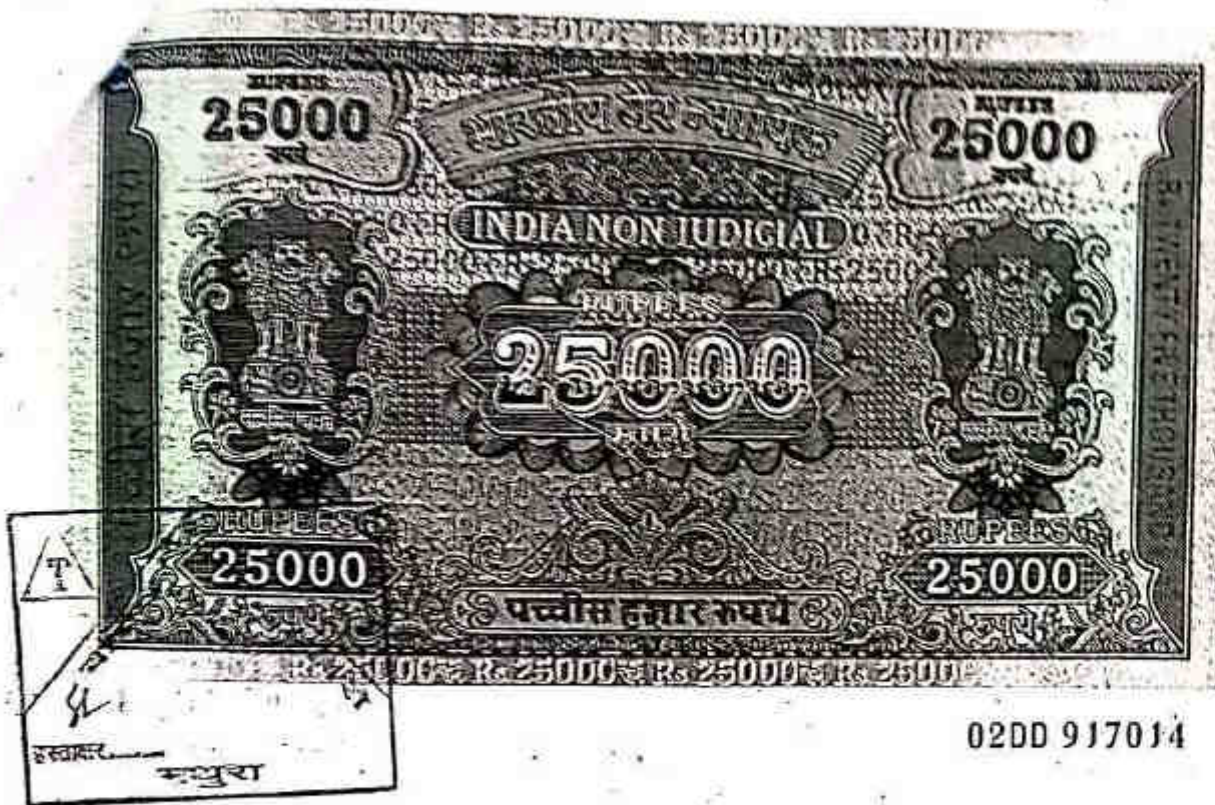
-15-

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

For Brijdhams Constructions

L. N. Sharma
Partner



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revenue records by separating the Khata of each brother.

That 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

For Unaided Declaration

L. N. Sharma
Partner



02DD 917015

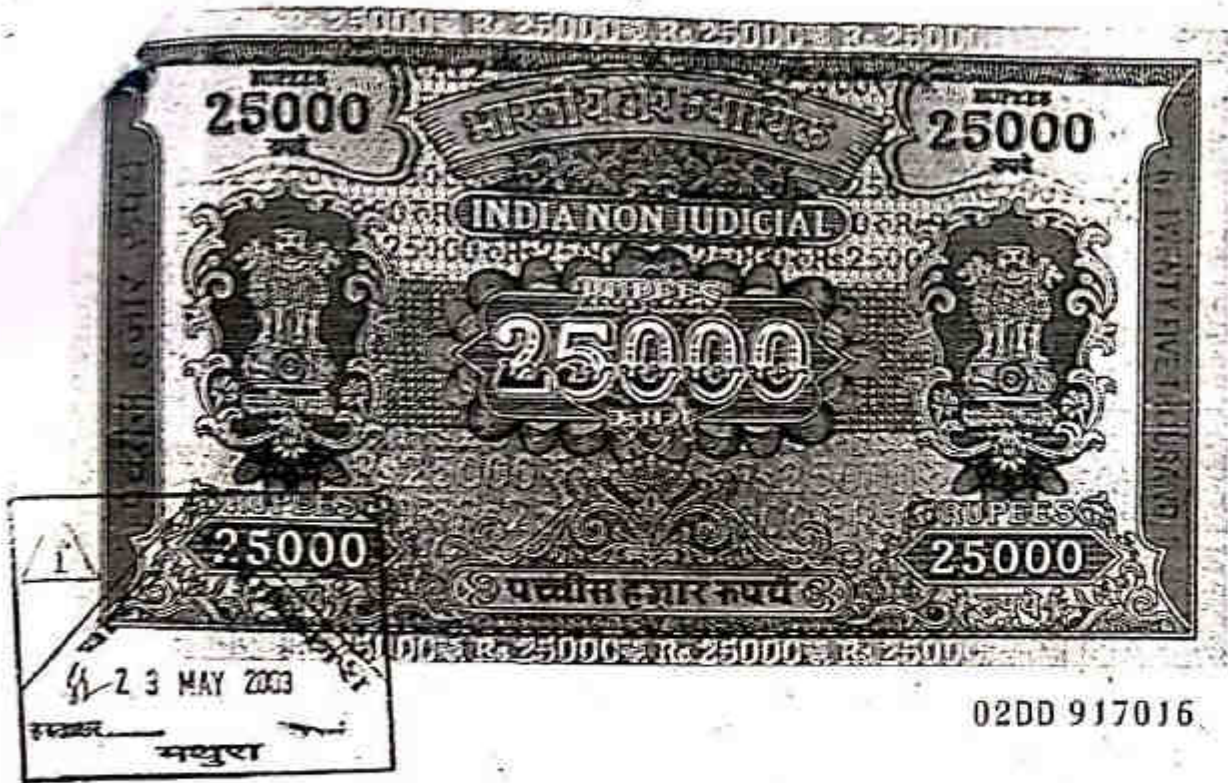
-17-

ARORA and SMT SHUBHA KAPOOR, have also applied for mutation in their favour in revenue records which matter is pending for disposal.

All the formalities before the Revenue Authority regarding the mutation of the name were duly

For Brudham Constructions

D. N. Sharma
Partner

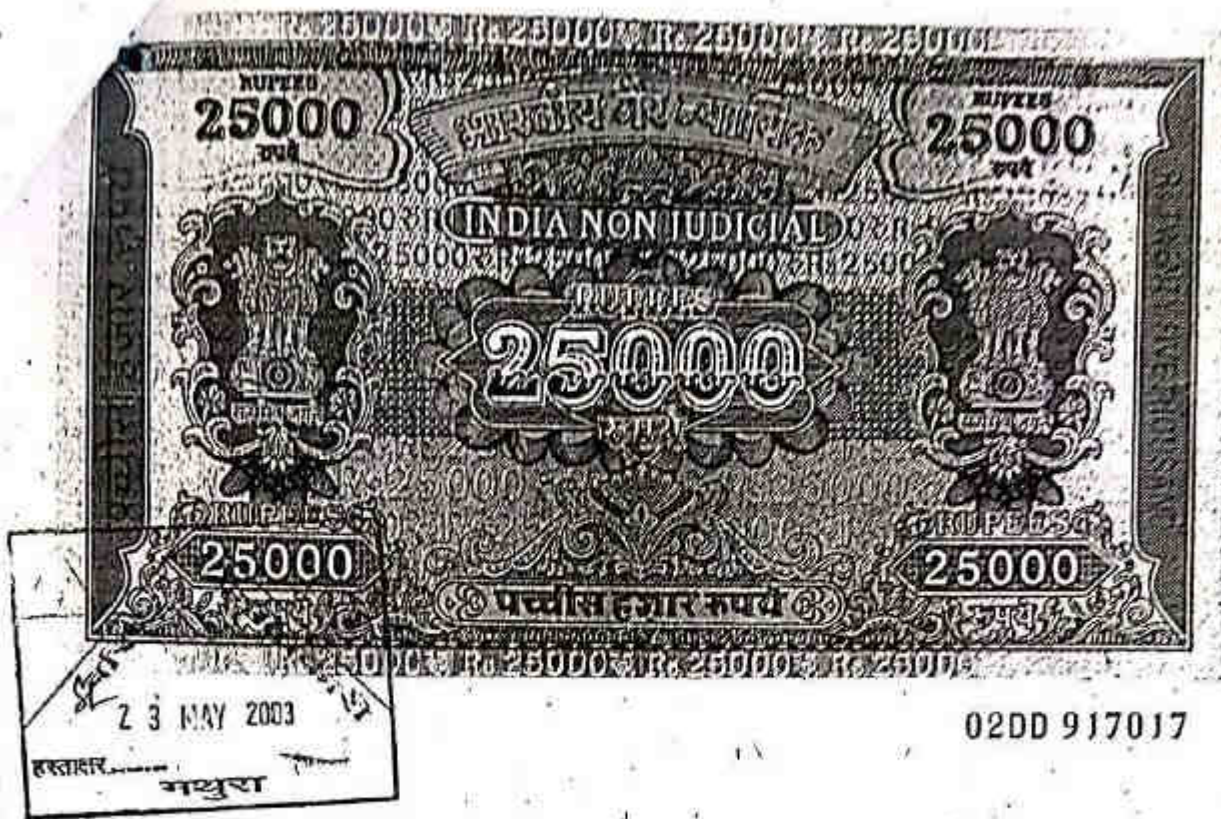


-18-

completed. Later 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

For Brajdhani Constructions

L. N. Sharma
Partner



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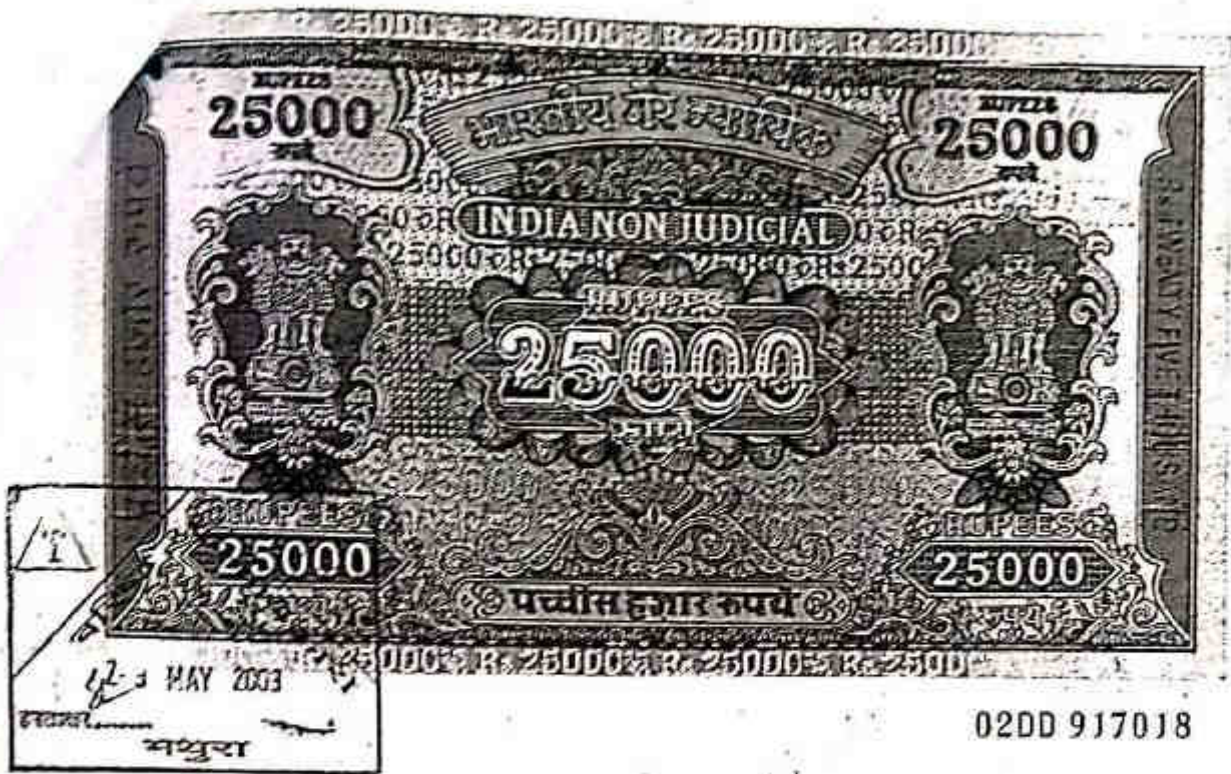
caused due to land used for brick clin which will
require substantial investment to fill the craters
and make it worthy for any kind of use.

AND WHEREAS the VENDOR mentioned herein above
has thus acquired absolute rights, titles and interests

23.5.2003
[Signature]

For Production of Documents

[Signature]
[Signature]



-20-

in the DEMISED PROPERTY, which is more clearly demarcated in the attached SITE PLAN as APPENDIX 'I' to this deed and fully detailed at the foot of this DEED.

AND WHEREAS the DEMISED PROPERTY being not

...

...

...



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in a usable condition, the VENDOR do not find any
use of the same and is interested to dispose off the
same for adequate consideration.

AND WHEREAS the SECOND PARTY/VENDEE is
Interested In buying the DEMISED PROPERTY and

१. १२. २००३



101



L. N. S.



-22-

has also entered into transaction for sale with other co-owners regarding their shares of partitioned land and has therefore proposed the VENDOR to purchase the DEMISED PROPERTY.

AND WHEREAS the VENDOR has accepted the

[Signature]


[Signature]



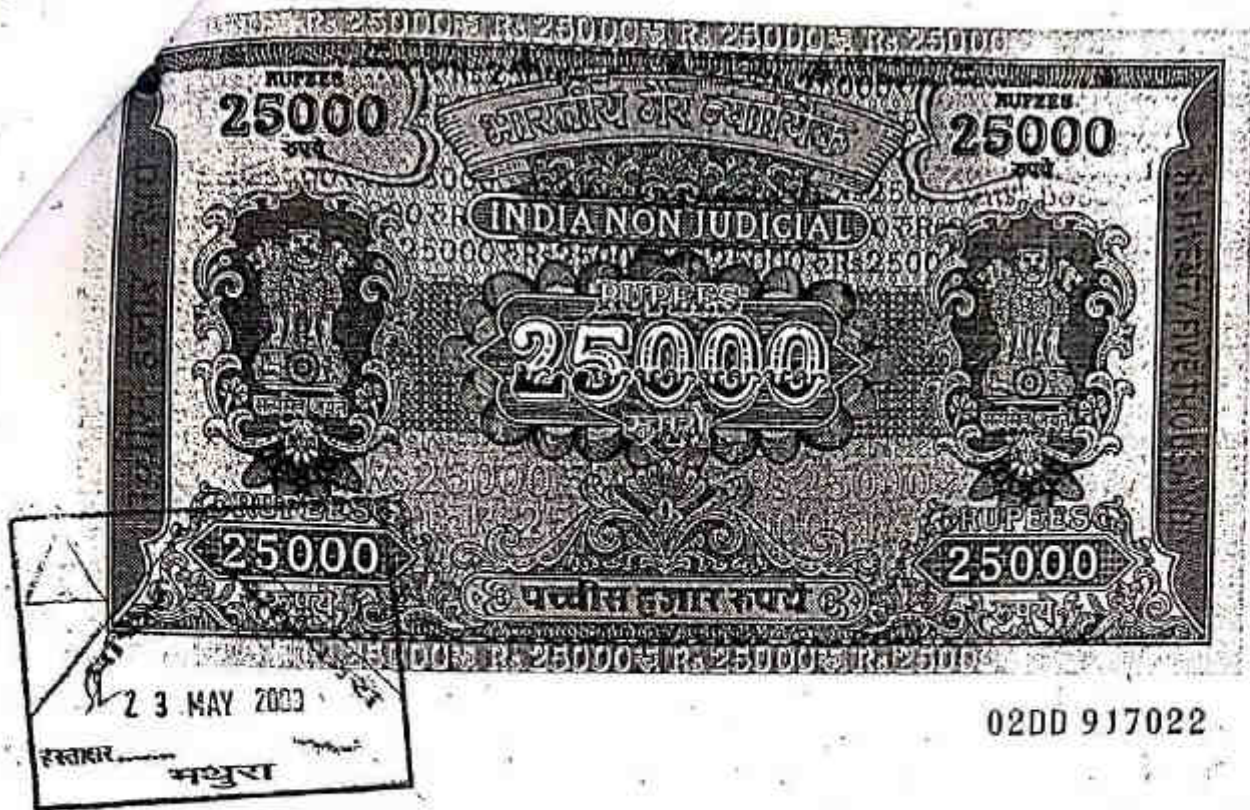

-23-

proposal of the VENDEE who is paying adequate price for the property mentioned in this DEED.

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

For Brajdharm Constructions

L. N. Sharma
Partner



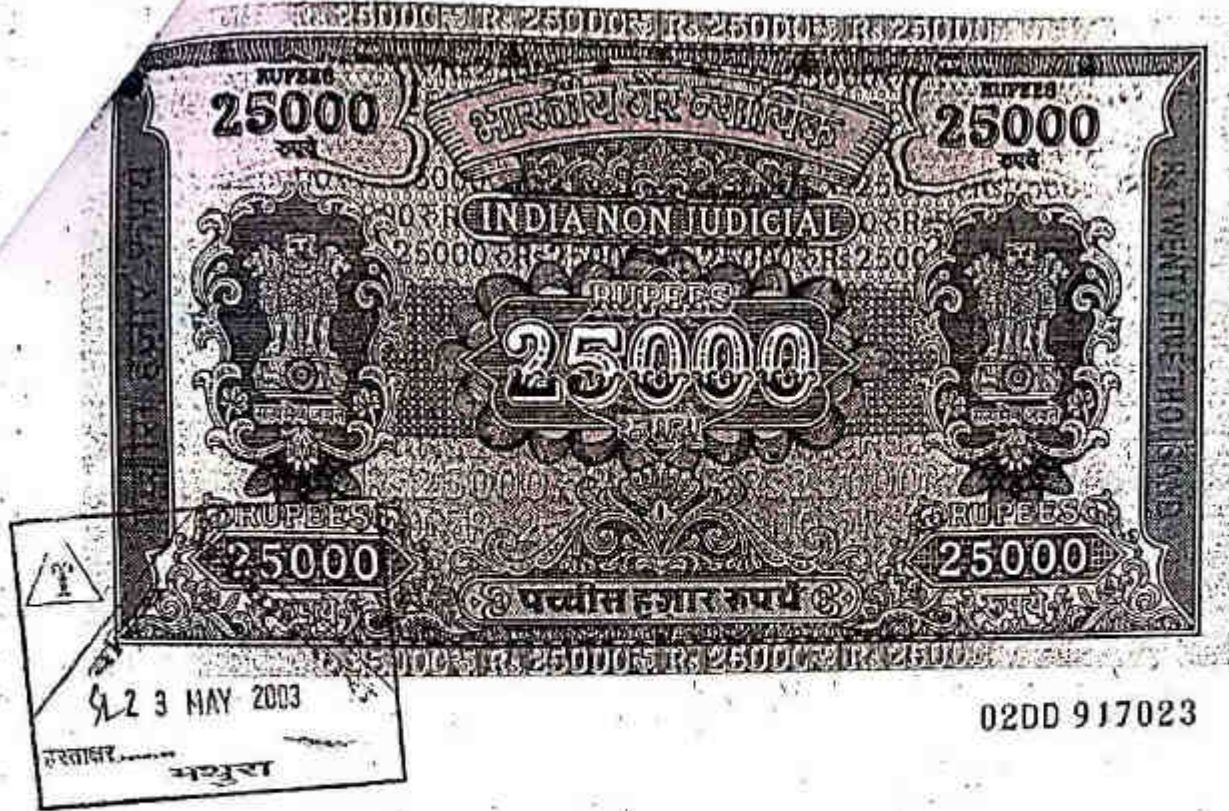
-24-

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 brothers are being explained in APPENDIX- 'II' attached with this DEED showing original purchases and thereafter corresponding allocation and

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For Brajdharm Constructions

L.N. Sharma
Partner



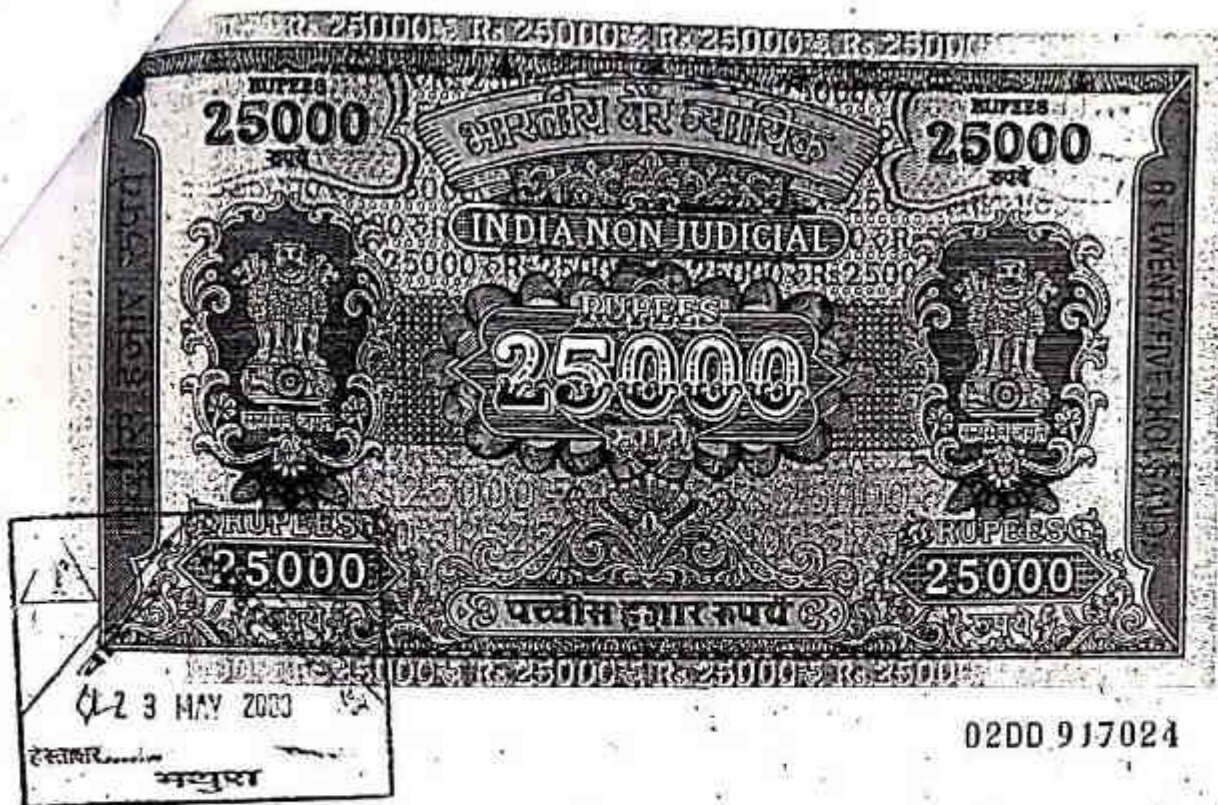
-25-

confirmation of distribution of shares by Judicial Order. The final allocation of land, in the share of VENDOR, 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 sales to the VENDOR and their respective

For Brajdharm Constructions

L.N. [Signature]
Partner



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DEEDS.

AND WHEREAS for the reasons stated hereinabove
the VENDOR hereby absolutely transfers and
conveys into the VENDEE, the ownership, alongwith
all rights, titles, interests and delivery of

23-5-2000
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For Brajdharm Constructions

L. N. Sharma
Partner



0200 917025

-27-

possession, of the DEMISED PROPERTY, shown by
metes and bounds in the attached SITE PLAN being
APPENDIX-'I' on receipt of total sale consideration
mention here in below.

That the total consideration, referred to

For Brnldham Constructions

L. N. Singh

Partner



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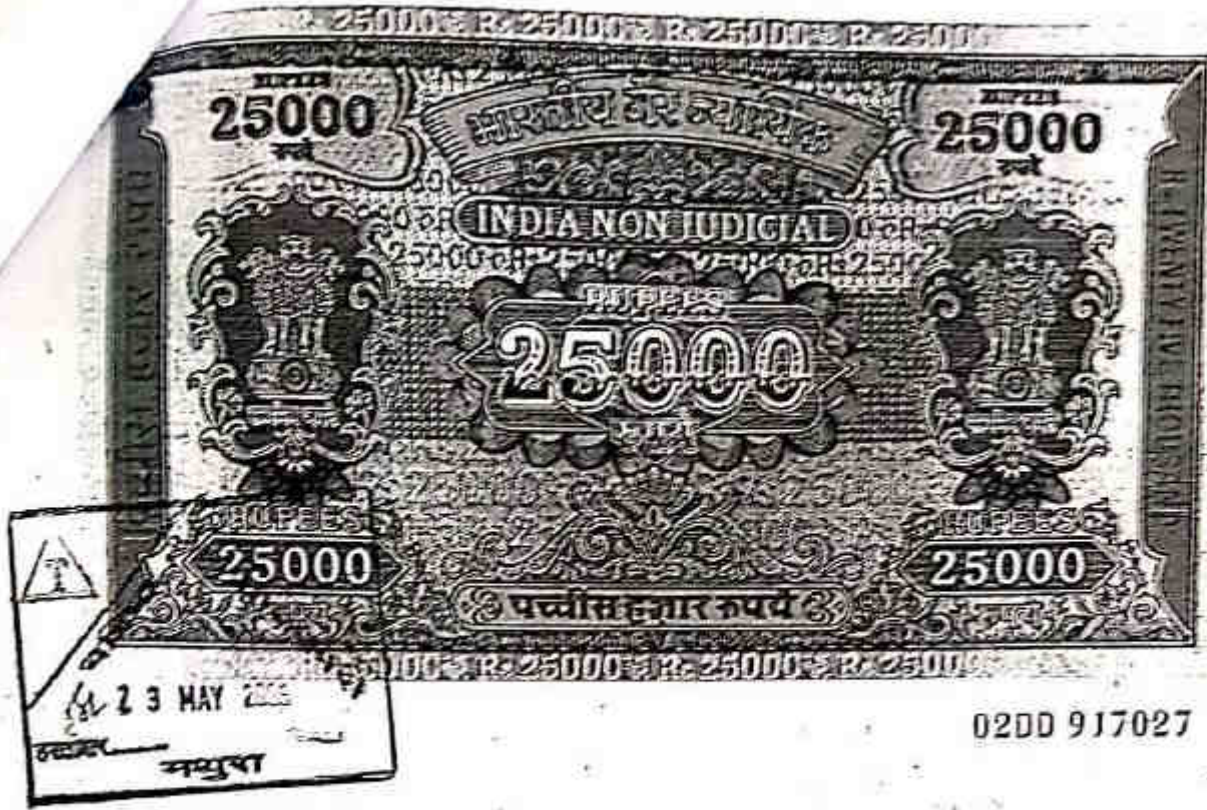
hereinabove, for sale of the DEMISED PROPERTY
has been agreed at Rs. 77,10,800.00 (Rupees
Seventy Seven lacs ten thousand and eight hundred
only) calculated at the rate of Rs.370.00 per sq
mts., which includes cost of land and stamp duty
thereon. The VENDOR hereby acknowledges having

7 3.12.11
[Signature]

For Brojdhams Constructions

L. N. [Signature]
Partner

[Signature]



-29-

received the entire sale consideration amounting to Rs.77,10,800.00 (Rupees Seventy Seven lacs ten thousand and eight hundred only) in the following manner: -

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

For Brijdham Constructions

L.N. Sharma
Partner



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only) received by cheques/demand drafts from
nominees of the VENDEE who now stand fully
discharged.

23.3.2003



For Brajesh Construction

L.N. Sae
Partner





02DD 917029

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- (ii) Rs. 14,60,000.00 (Rupees Fourteen lacs sixty thousand only) by two demand drafts Nos. 018488 and 018489 for Rs. 5,60,000.00

For Brajdharm Creations

R.N. Singh
Partner



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(Rupees five lacs and sixty thousand only)


and Rs. 9,00,000.00 (Rupees nine lacs only)

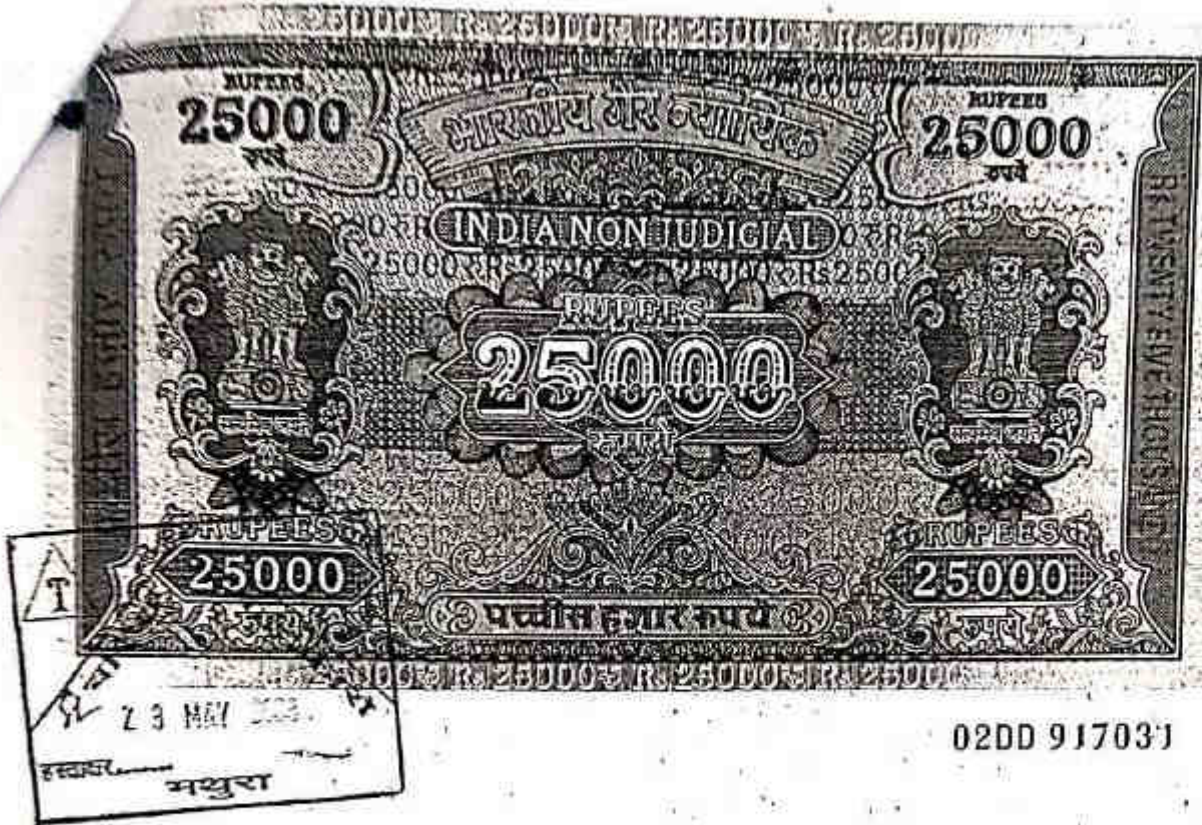
respectively, both dated 14th May, 2003 drawn

7. 14. 2003



Signature of L. N. Sharma



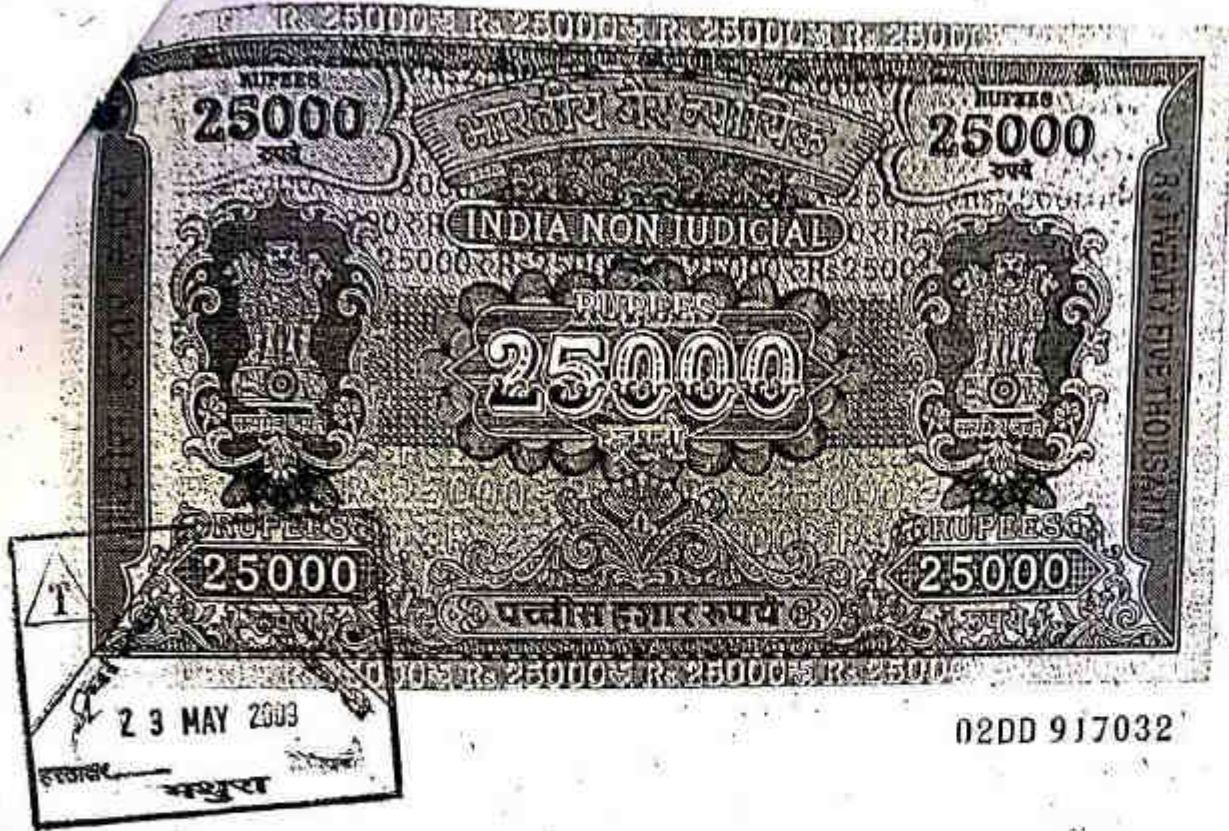


-33-

on Punjab National Bank, Sanjay Complex
Branch, Sanjay Place, Agra in favour of the
VENDOR payable at Vrindavan, Distt., Mathura.

3-3-2011

C. N. Sharma



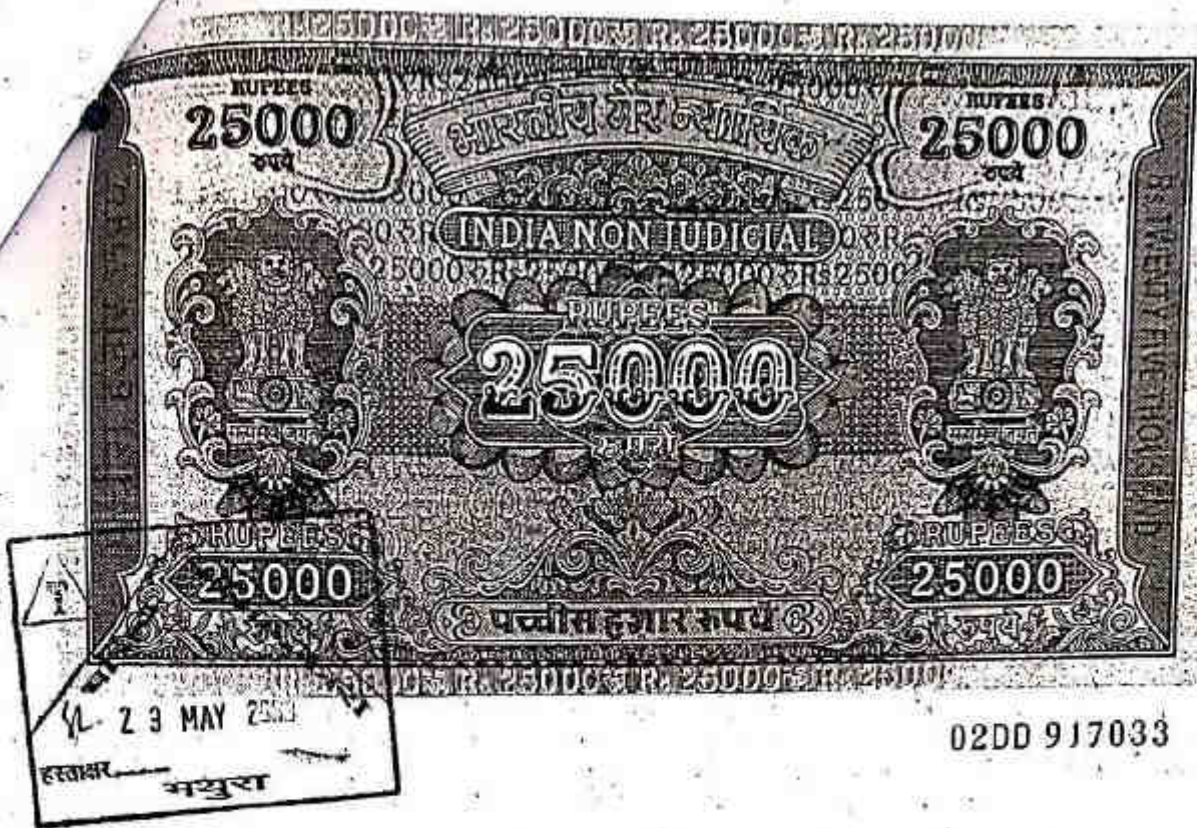
-34-

(iii) and balance Rs.37,50,800.00 (Rupees Thirty seven lacs, fifty thousand and eight hundred only) by five demand drafts No.018688,

23.5.2009

For Brajdharm Construction

L. N. Sharma
Partner



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018689, 018690, 018691 and 018692 for.

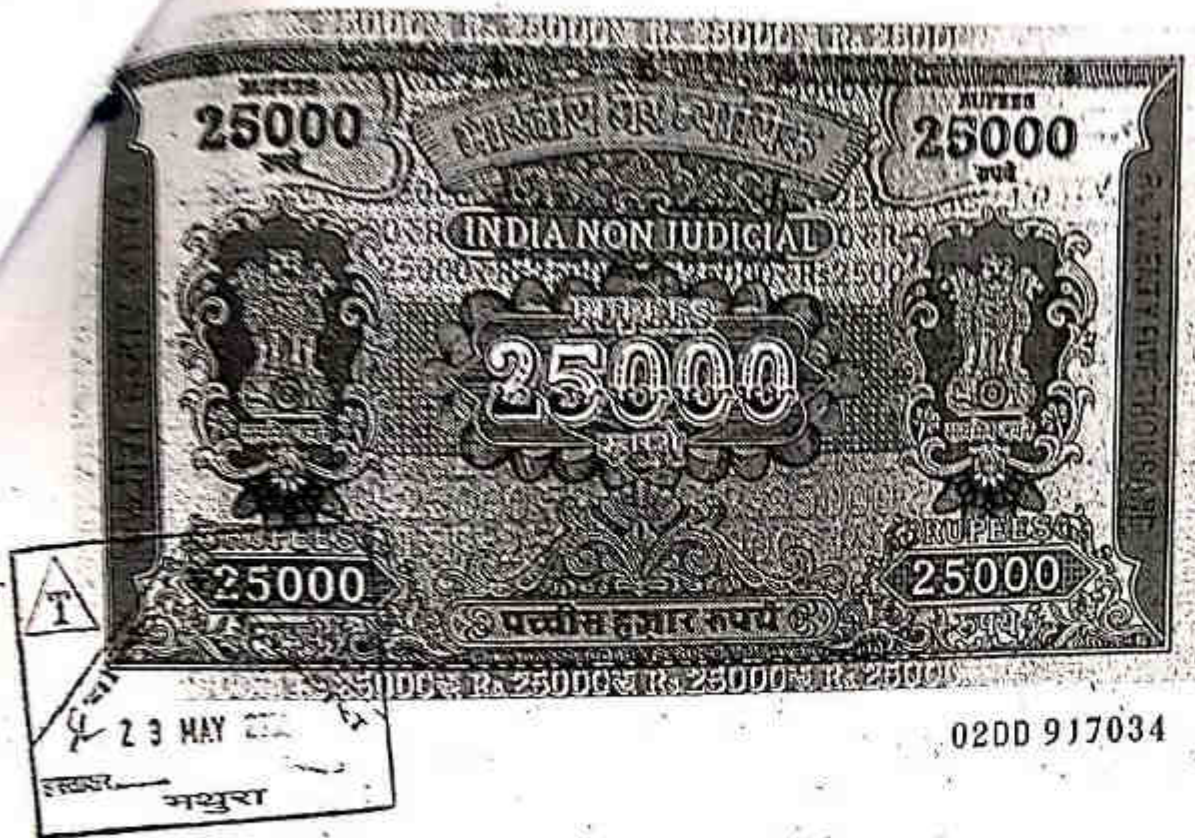
Rs.9,00,000.00(Rupees nine lacs only),

9,00,000.00 (Rupees nine lacs only),

मयुरा

For Brufellam Construction

R. N. Sharma
Partner



-36-

9,00,000.00 (Rupees nine lacs only),
9,00,000.00 (Rupees nine lacs only) and
1,50,800.00 (Rupees one lakh, fifty thousand

2. 3. 30/11/11

For Hinfitham Construction

L. N. Singh
Partner



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and eight hundred only) respectively all dated

24th May, 2003 drawn on Punjab National

Bank Sanjay Complex Branch, Sanjay Place,

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For Brajdharm Constructions

R. N. Sen
Partner



02DD 917036

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Agra drawn in favour of the VENDOR payable
at Vrindavan, Distt., Mathura.

For Brindham Constructions

L. N. Singh
Partner



0200 917037

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Thus the SECOND PARTY/VENDEE has been put in
physical possession as owner of the DEMISED

For Auctioneers Auctioneers

L. N. Singh
Partner



02DD 917039

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Records as well as in any other Government Records

including any Local Authority.

2. 3. 30271

20-11-2017

20-11-2017

L.N. Singh

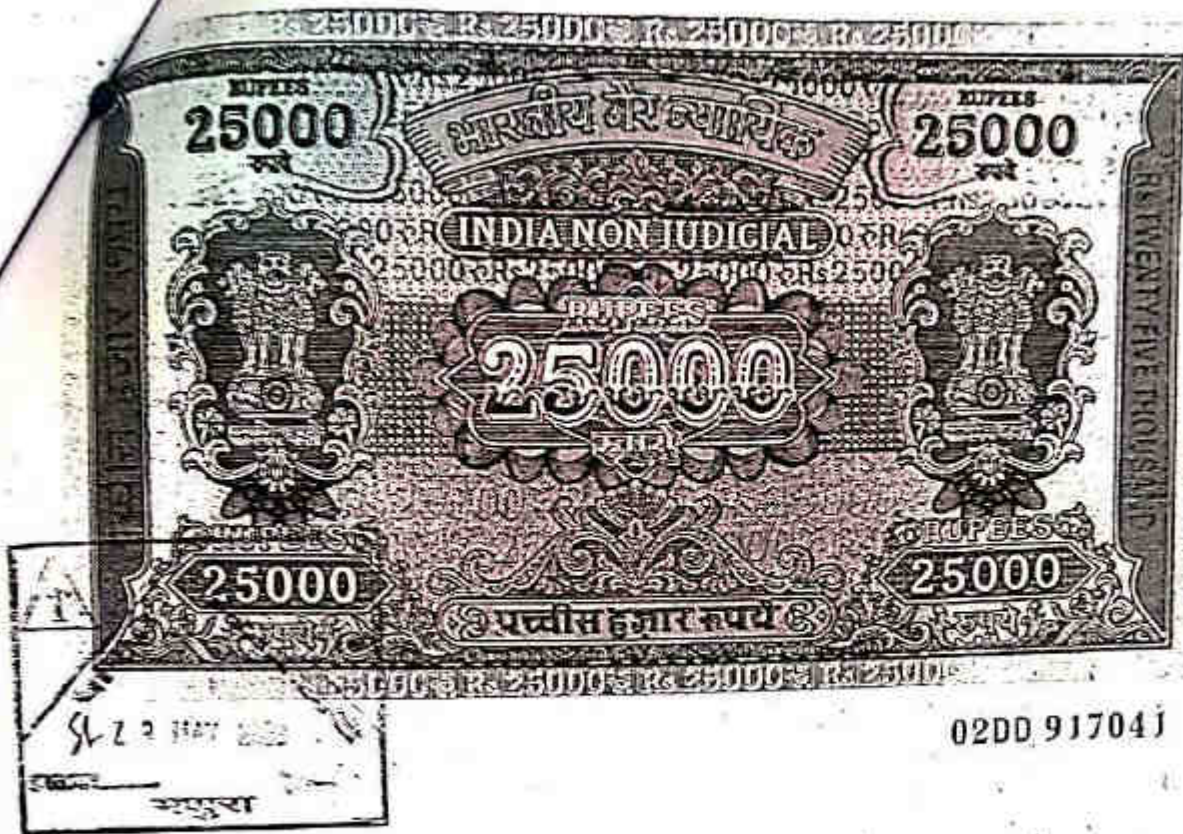


-42-

AND WHEREAS the VENDOR hereby assures the
VENDEE that the DEMISED PROPERTY is free from

For Brajdharm Constructions

L. N. S.
Partner



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all charges, liens and encumbrances and no previous transaction has been made regarding the same and

र. 3. अगस्त

For Brajdhani Constructions

L. N. Singh
Partner



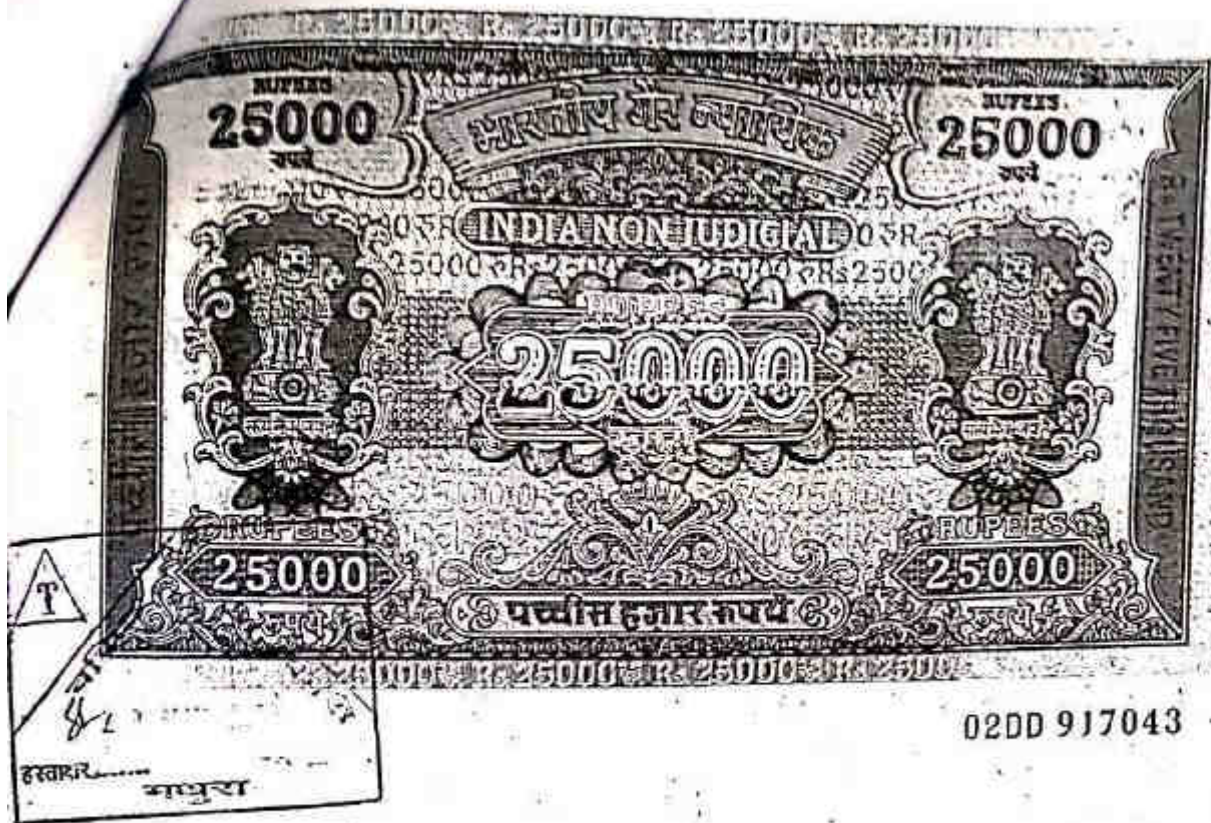
-44-

that the VENDOR has absolute rights, titles and interests to transfer the same. The DEMISED

2. 3. 2011

For Bragdon, Construction

C. N. Singh
Partner



-45-

PROPERTY is also free from any acquisition proceedings or any other kind of bar. The DEMISED

र. ३. अमा

By Brothman's Corporation

L. N. S.

Enter



-46-

PROPERTY, being transferred through this DEED is
of absolutely good marketable title, however the



R.N.D.



-47-

quality of the land and condition of the property
which contains huge pits and craters has been fully

2-3-अगल

L.A. Soni



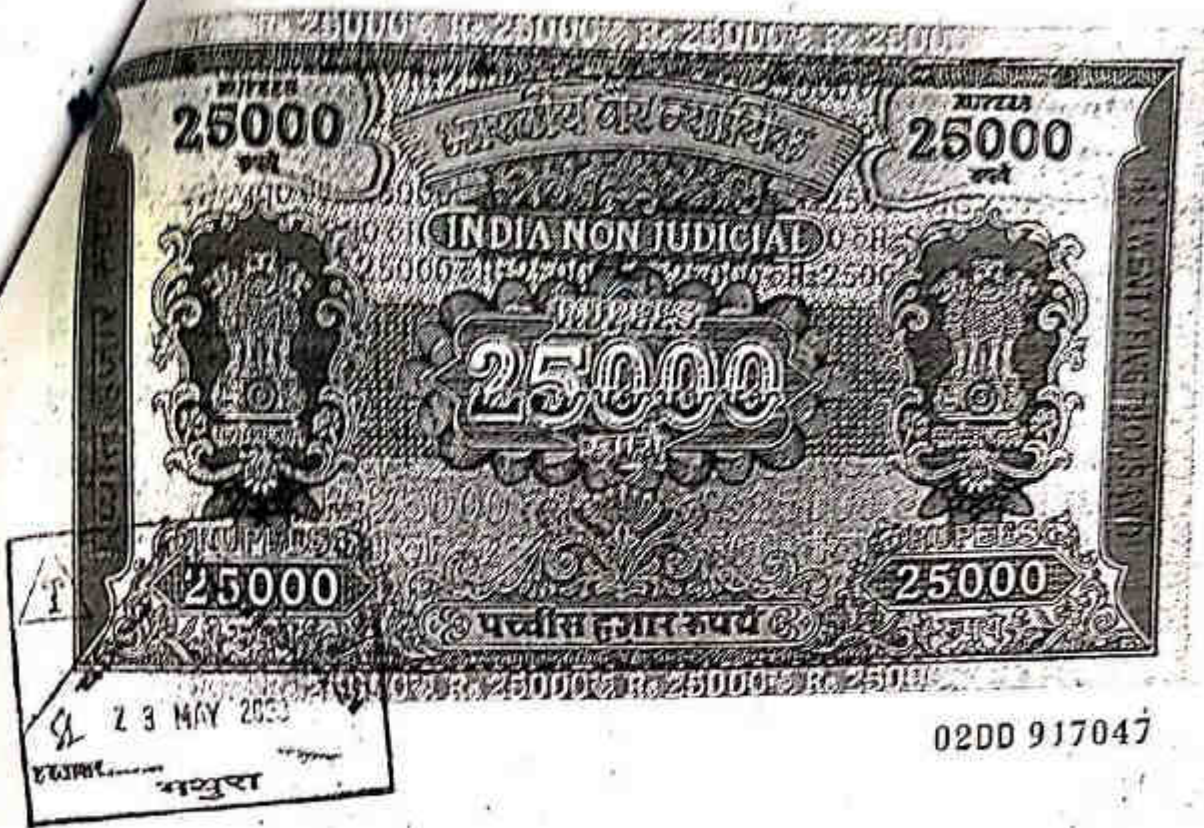
02DD 917046

-48-

disclosed by the VENDOR to the VENDEE and is
being sold on as it is condition, the VENDEE shall

For Brajdharm Constructions

L. V. Singh
Partner



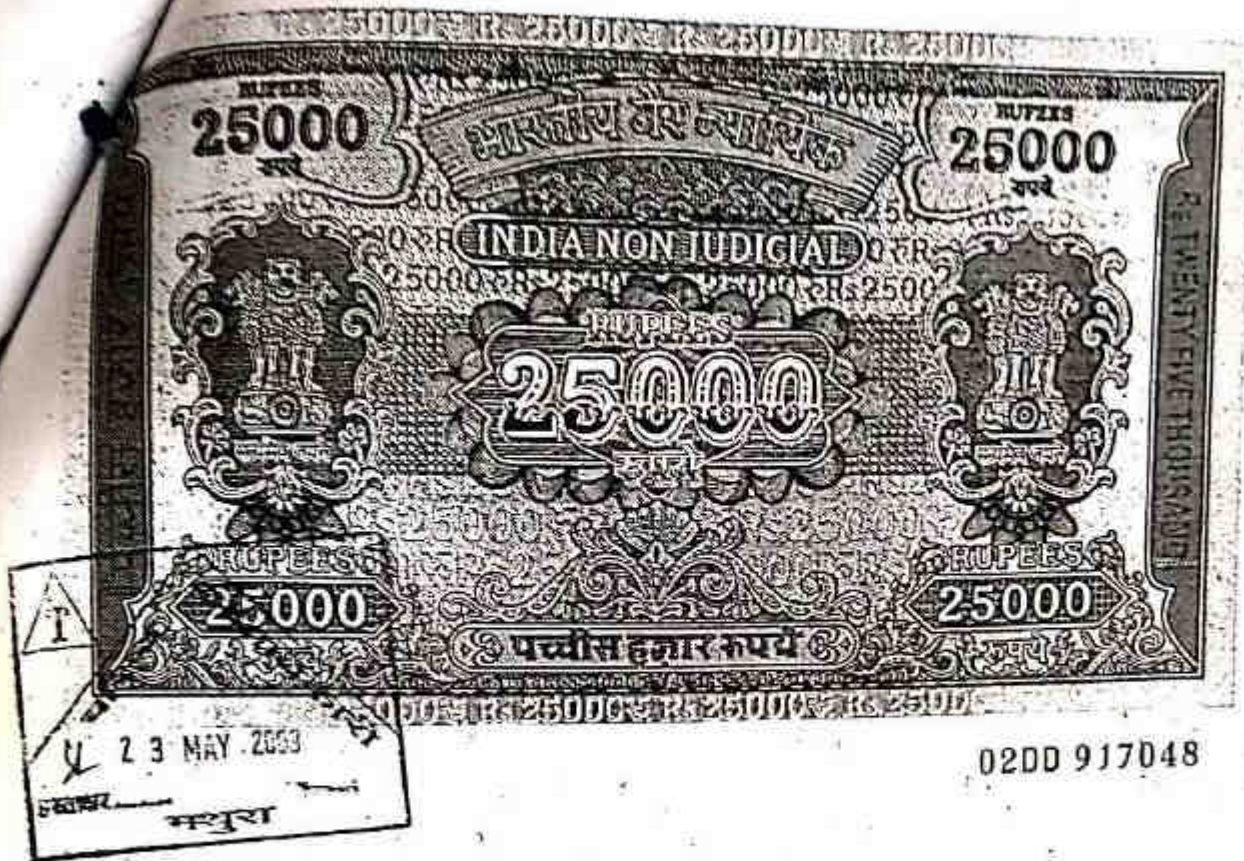
-49-

at its own expense make the land usable for any purpose it may desire. The VENDOR shall not be

23-3-2023

For Brajdharm Constructions

L.N. Singh
Partner

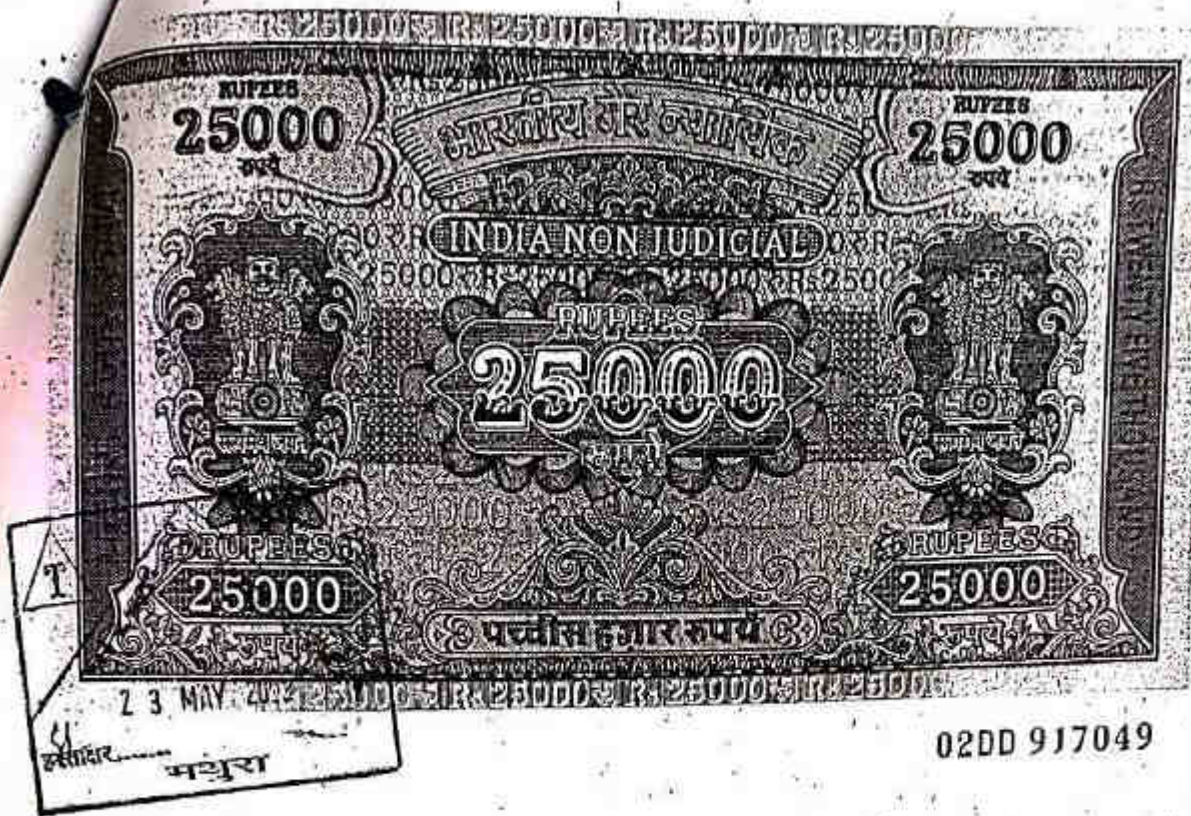


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liable in any manner whatsoever.

For Emjdhani Construction

R.N. Puri
Partner



-51-

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

For Brajdharm Constructions

L. N. Singh
Partner



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suppression of material facts or non disclosure
thereof occurs which causes any loss and/or

23/5/11
[Redacted]

For Brojdhham Constructions

[Redacted]

L. N. B.
Partner



02DD 917051

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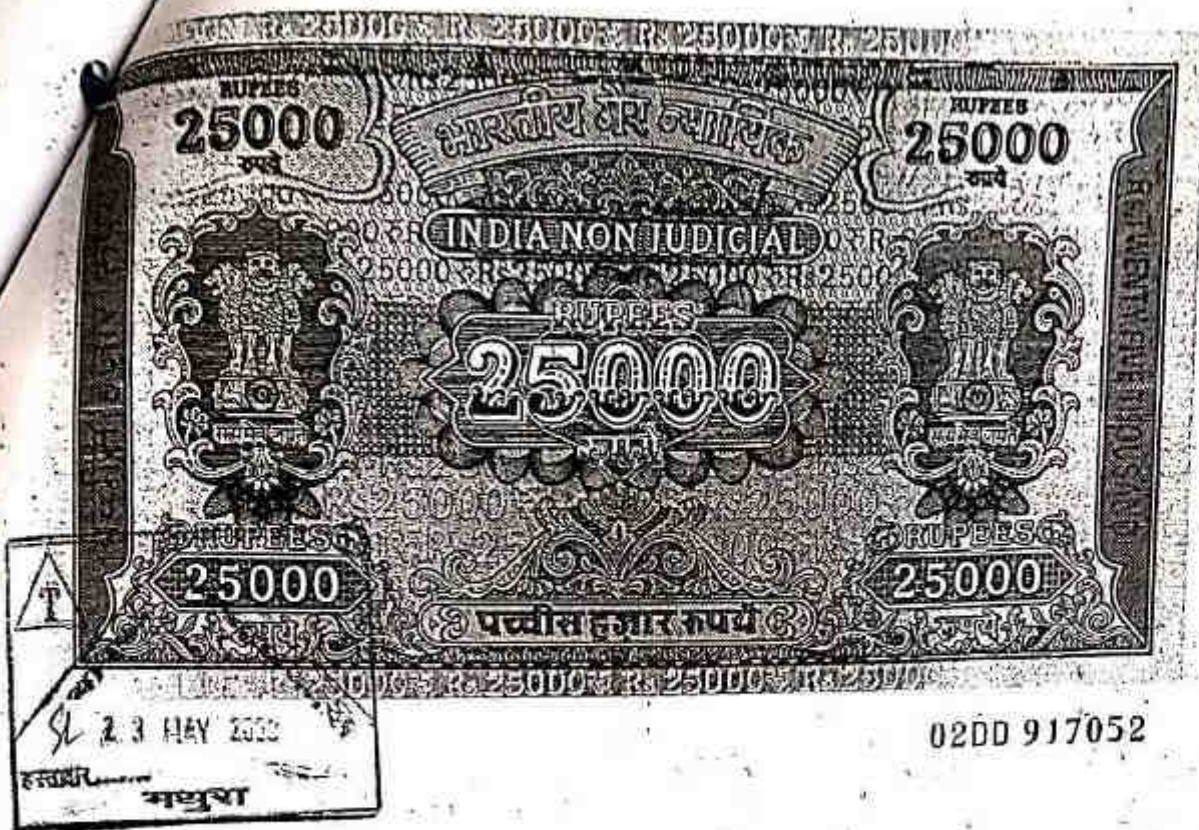
damages to the VENDEE or otherwise adversely
effects the title and interests of the VENDEE the

For Brijlaxmi Constructions

23.5.2003
[Signature]

[Signature]

L. N. S. [Signature]



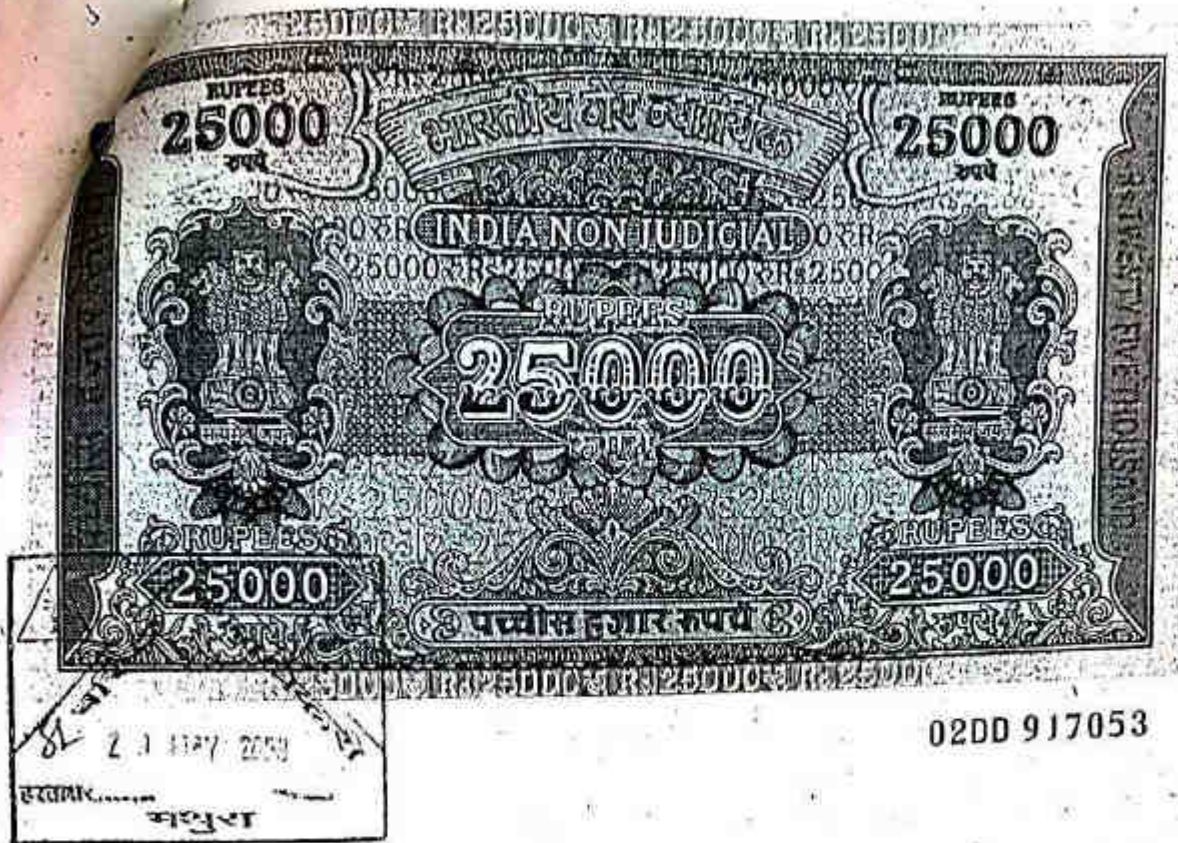
-54-

VENDOR shall be fully liable to indemnify the
VENDEE by bearing all costs, consequences and

For Signature

23.5.2020!

L. N. S. S.
Partner



0200 917053

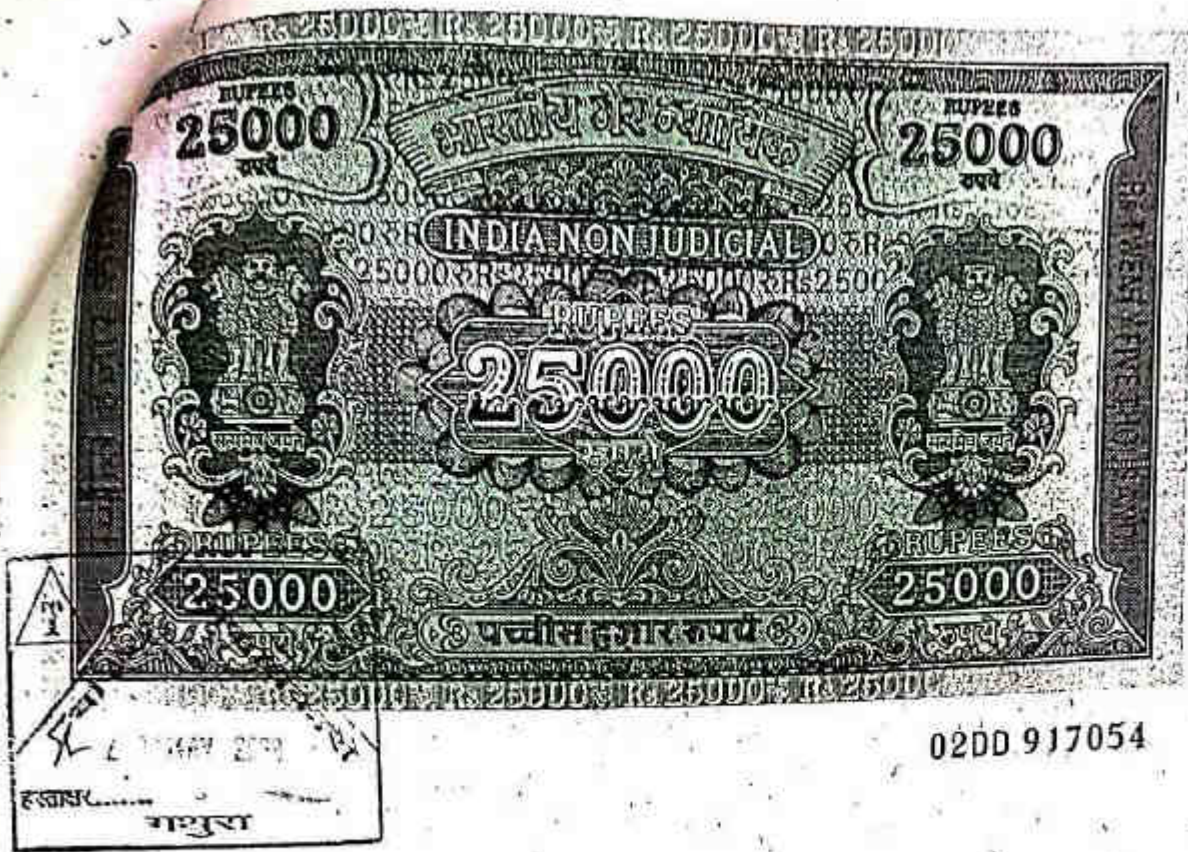
-55-

expenses together with damages if any, which the
VENDEE shall also be entitled to recover through

23.11.2020

For Ld. ...

L. N. S. —
Partner



-56-

Court of Law.

That the Stamp Duty on this deed amounting to Rs

17/11/2017

L. N. S.



-57-

14,58,800.00 has been paid on Rs.1,45,88,000.00

being the sale consideration calculated at the

Handwritten signature

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02DD 917056

prevailing circle rate of Rs.700.00 per sq mts., as
against the actual sale consideration of

For Brajdharm Constructions

L.N. Sahu
Partner

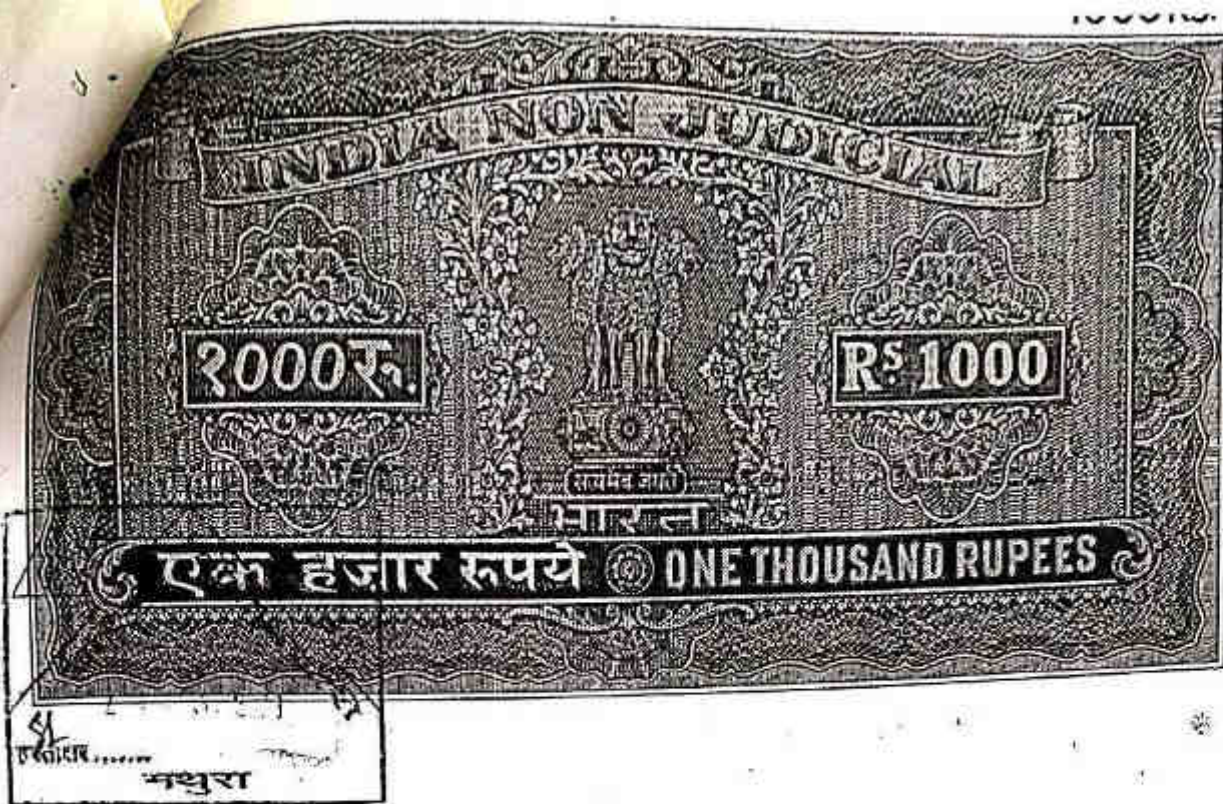


-59-

Rs.77,10,800.00 and has, as a term of contract of
sale, been paid by the VENDORS.

For Brajdharm Constructions

L. N. Sharma
Partner

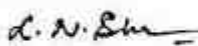


-60-

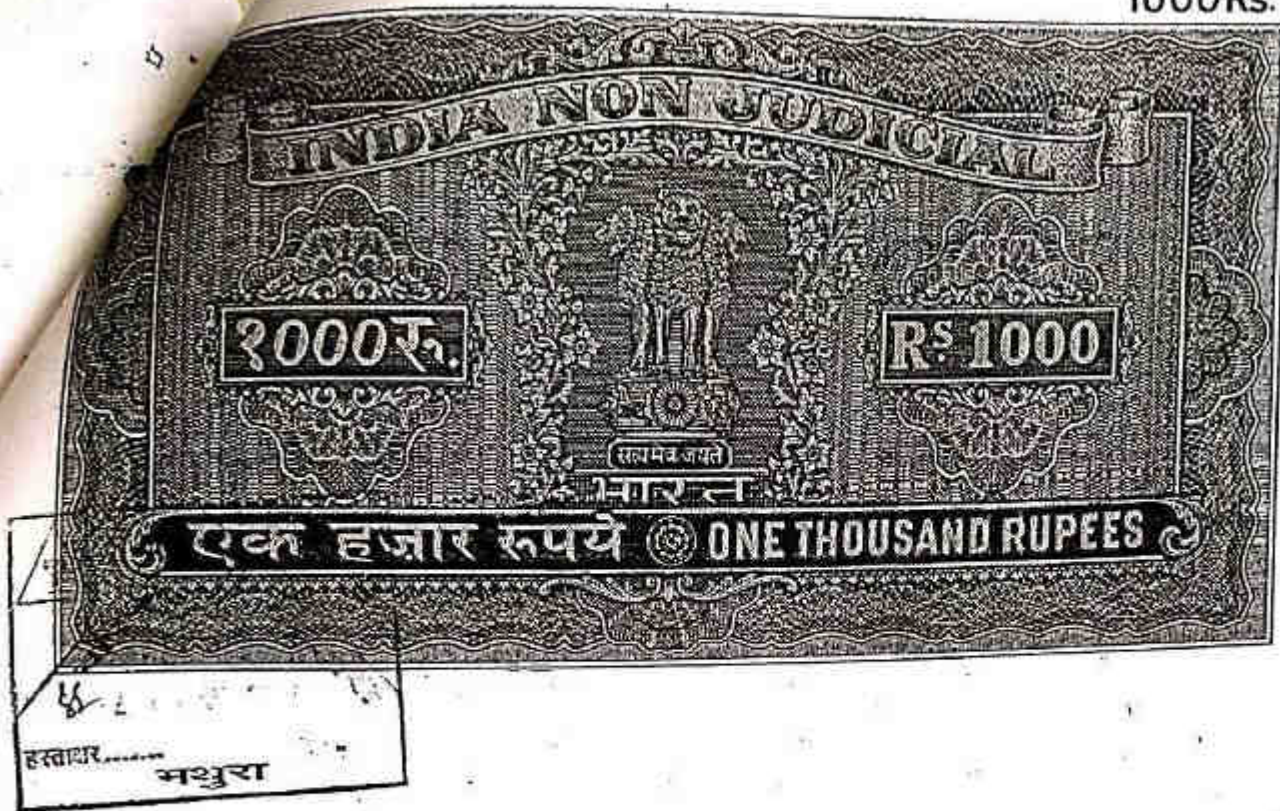
IN WITNESS WHEREOF THE PARTIES HERETO HAVE
SET THEIR RESPECTIVE SEAL AND SIGNATURES

2-3-2017


For Britishan Constitution


Secretary





-61-

ON THE DAY, MONTH AND YEAR MENTIONED
HEREINABOVE IN PRESENCE OF THE

२३. ३. २०११

L. N. Singh



-62-

UNDERMENTIONED WITNESSES.

WITNESSES:

FIRST PARTY

1. *[Signature]*
Late Arora
ex. Arora P. S. Arora
Govindpur, Jala
Vindal
Shubhi

2. *[Signature]*
 (SHRI KRISHNA KUMAR ARORA)

SECOND PARTY

2. *[Signature]*
Shubhi Kapoor
D/o Late Sh. J. P. Arora
D-331, Anand Vihar, Delhi-92.

L. N. Sharma
 (SHRI LAXMI NARAIN SHARMA)

For and on behalf of Braj Dham Constructions



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DESCRIPTION OF LAND

Khata No. 26 Khasra No. 83/2 measuring 2.084

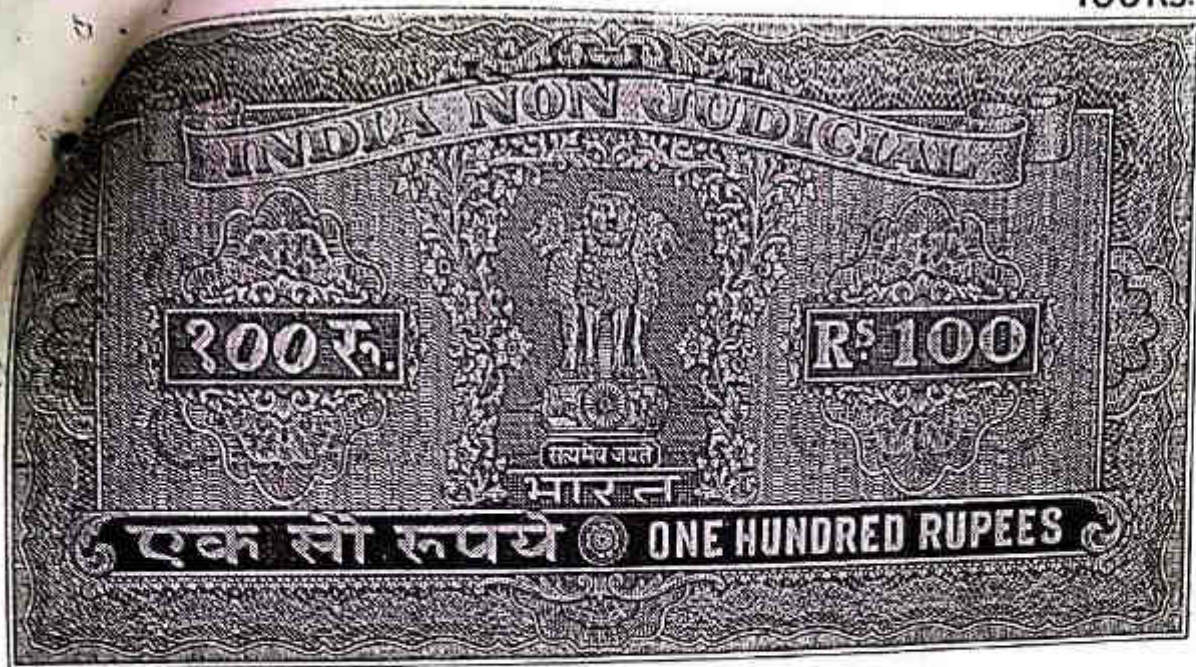
hectres situated at Mauza Rajpur Bangar, Vrindavan,

2.084

2.084

L. N. R.

2.084



-64-

Mathura, bounded as under:-

NORTH : Land in Khasra No. 83/1.

SOUTH : Land in Khasra No. 84

23.0001

For Brajdharn Constructions

L. N. Sharma
Partner



-65-

EAST ^{20.28} Nali Land in Khasra No.82 followed by
^{20.28} land in Khasra Nos. 108, 113,
 .114 and 123.

For Bestilham Contractions

L. N. Sharma
 20.28

100Rs.



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WEST : Touching Railway land in Khasra No.

81.

2. 3. 3. 3. 3.

For Disposition

L. N. S. S.
P. N. S.



APPENDIX - 'II'

**DETAILS OF KHASRA NUMBERS WHICH WERE ORIGINALLY PURCHASED BY SHRI
PURUSHOTTAM DAS ARORA MEMBER H.U.E.**

KHASRA NO. Pre-consolidation		KHASRA NO. After-consolidation		PURCHASED FROM	REGISTRATION DETAILS
Old	Area	New	Area		
233M	0.46 Acre	- 83	6.87 Acre	Shri Sukha s/o Shri Jeewa Ram r/o Radha Niwas, Vrindavan, Mathura.	Dt.3-6-65, Bahi No.1, Jild No. 653, pg. 356-357 Sl. No. 111 regd. on 16-6-65.
175	0.49 Acre.				
176/2	0.41 Acre.				
221M	0.40 Acre.				
222M	0.43 Acre.				
234	0.39 Acre.				
224M	0.53 Acre.				
177/2M	0.32 Acre.				
178M	0.51 Acre.				
236	0.49 Acre.				-do-
249M	0.65 Acre.		Smt. Mango wife of Late Shri Tika r/o Radha Niwas, Vrindavan, Mathura.	Dt.27-6-66, Bahi No.1, Jild No.675 pg. 191-192 Sl. No. 1932 regd. on 5-7-66.	
237M	0.58 Acre.		Shri Lachhi & Babu @ Babu Lal, both s/o Shri Kare r/o Radha Niwas, Vrindavan, Mathura.	Dt.7-12-66, Bahi No.1, Jild No. 684, pg. 155-156 Sl.No. 3349. regd. on 20-12-66.	
248M	0.60 Acre.		Shri Sukha s/o Shri Jeewa Ram r/o Radha Niwas, Vrindavan, Mathura.	Dt.18-8-67, Bahi No.1, Jild No. 697, pg. 152-153 Sl. No.2095 regd. on 23-10-67.	
223M	0.50 Acre.		Shri Lachhi & Babu @ Babu Lal, both s/o Shri Kare r/o Radha Niwas, Vrindavan.	Dt. 18-9-67, Bahi No.1, Jild No. 700 pg. 89-90 Sl. No. 2325 regd. on 9-11-67.	
232M	0.34 Acre.				

DETAILS OF KHASRA NUMBERS ALLOCATED TO THE MEMBER FIRST PARTY-VENDOR SHRI KRISHAN KUMAR ARORA AFTER FAMILY PARTITION BY METES AND BOUNDS WHICH WAS CONFIRMED BY CIVIL COURT & REVENUE COURT.

KHASRA NO. **TOTAL AREA ALLOTTED**
83/2 2.084 Hect.

WITNESSES:

Light Brown
1 Sep. 1900 P. D. Brown
Governor's Gate
Y. N. Brown

Shubha

2. Shubhi Kapoor
D/o Sh. G.P. Arora
D-331, Anand Vihar Delhi-92.

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

Typed By :- (Ka)kumar Singh
26/S/107, Sanjay Place, Agra

FIRST PARTY

(KRISHAN KUMAR ARORA)

SECOND PARTY

L. N. Sharma
(LAXMI NARAIN SHARMA)

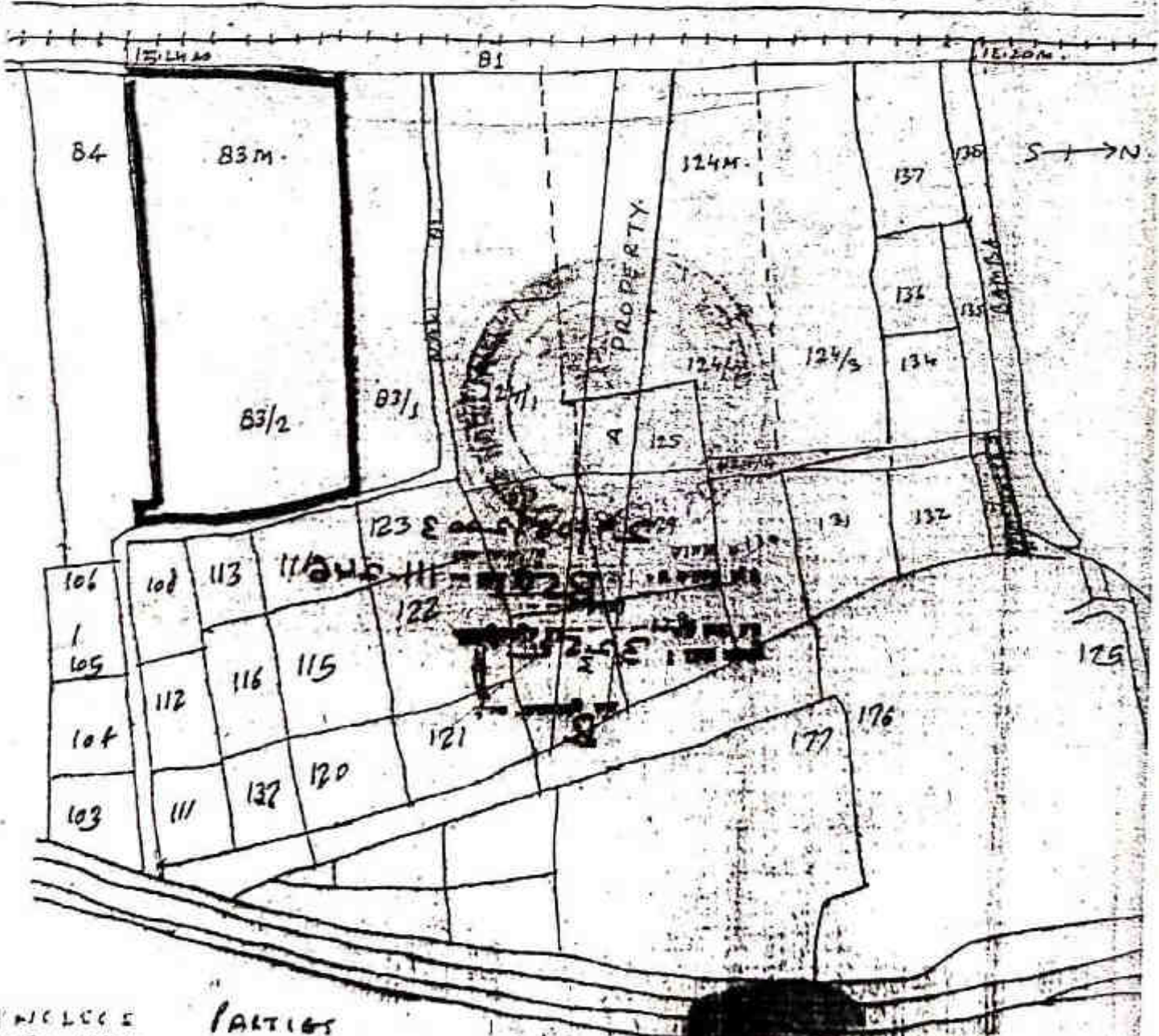
For and on behalf of Braj Dham Constructions

APPENDIX-I

PLAN OF THE PROPERTY OF KHATA NO. 26 IN KHASRA NO. 83 1/2 AT
 RAJPUR BANGAR VRINDAVAN DISTT. MATHURA.
 SRI KRISHNA KUMAR ARORA S/O LATE SRI BADRI DAS JI ARORA.
 R/O PURANA SHAHAR VRINDAVAN MATHURA.
 SOLD TO: M/S BRAJ DHAM CONSTRUCTIONS.
 F-2 LOCAL SHOPPING CENTRE, UDAI PARK NEW DELHI.

TOTAL AREA OF THE LAND SOLD TO THIS DEED = 2.084 HECTRES.

PROPERTY SHOWN WITH RED COLOUR.
 RASTA SHOWN WITH GREEN COLOUR



WITNESSES
 1. *[Signature]*
 2. *[Signature]*

PARTIES

FIRST

SRI KRISHNA KUMAR ARORA

SECOND

SHRI NARAIN SHARMA

Witnessed By

[Signature]