

0200 917101





SALE DEED

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

SHRI LALIT KUMAR ARORA, son of Late Shri Badri Das Arora, r/o, Goverdhan Darwaza, Purana Shahr, Vrindavan,





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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:

AND

M/S BRAJ DHAM CONSTRUCTIONS, a partnership firm

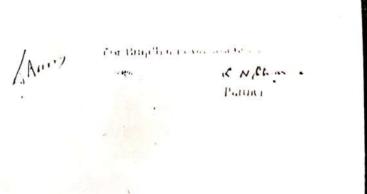
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registered under the Indian Partnership Act, 1932 by the Registrar of Firms, Govt of N.C.T of Delhi, Delhi vide Regn No.966/2003, having its Principal Place of business at F-2, Local Shopping Centre, Udai Park, New Delhi, through one of its partners, Shri Laxmi Narain Sharma, s/o, Late Shri Bhudeo Prasad Sharma, r/o, A-16, Indrapuri, New Agra, Agra (hereinafter referred to as



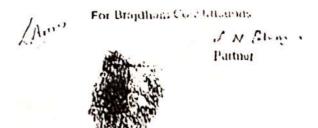


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the SECOND PARTY/VENDEE which term shall mean and include its successors in office, nominees and assigns) of the SECOND PART.

AND WITNESSETH AS UNDER: -

WHEREAS THE FIRST PARTY/VENDOR is the owner and





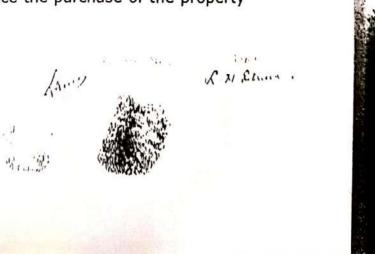
Bhumidhar of land in Khata No. 154, Khasra Nos.125, 126,127,128,129 measuring 0.198, 0.368, 0.287, 0.218 and 0.312 hectres respectively. In total measuring 1.383 hectres, morefully described in details at the foot of this DEED and hereinafter referred to the 'DEMISED PROPERTY' having acquired the same by way of purchase from Shri Gopal Das, son of Shri Raghu Nath Das,



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resident of Old City Vrindavan, District Mathura, vide duly executed sale deed, dated 19-4-1976, which was registered in the Office of Sub-Registrar, Mathura on 21-4-1976 in Bahi No.1, Zild No. 913, page Nos. 75 to 80 at serial No. 542.

AND WHEREAS ever since the purchase of the property



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the VENDOR is in exclusive possession of the property and has also got his name mutated in the revenue records. 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,

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M.V.D.A. has also defined the character of the land as containing huge craters 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 in

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

AND WHEREAS the VENDOR has, out of the total 1.383 hectres of land in his share in Khasra Nos. 125, 126, 127, 128 and 129 trasferred 0.466 hectres of land to

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Mathura Vrindavan Vikas Pradhikaran vide exchange deed dated 24-3-2003 which deed is registered in the office of Sub-Registrar, Mathura on 24-3-2003 in Bahi No. 1, Zild No. 793/Addl.345, page no. 139-186/193-216 at serial no. 1618/1619.

AND WHEREAS, 0.917 hectres of land remaining out of

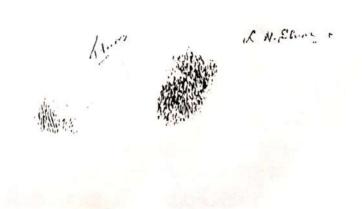
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khasra Nos. 125, 126, 127, 128 and 129 which is the DEMISED PROPERTY, being not in a usable condition, the VENDOR do not find any use of the same and is interested to dispose off the same for adequate consideration.

AND WHEREAS the SECOND PARTY/VENDEE is interested



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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 VENDOR to purchase the DEMISED PROPERTY.

AND WHEREAS the VENDOR has accepted the proposal





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

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 possession, of the DEMISED

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

That the total consideration, referred to hereinabove, for sale of the DEMISED PROPERTY has been agreed at Rs. 34,66,900.00 (Rupees Thirty four lacs, sixty six

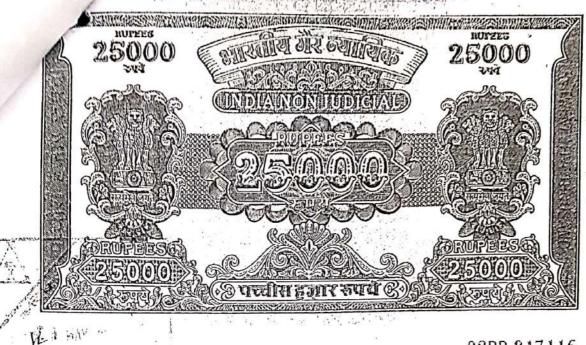
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thousand and nine hundred only) calculated at the rate of Rs.370.00 per sq mts which includes cost of land and stamp duty thereon. The VENDOR hereby acknowledges having received the entire sale consideration amounting to Rs.34,66,900.00(Rupees Thirty Four lacs, sixty six thousand and nine hundred only) in the following manner: -

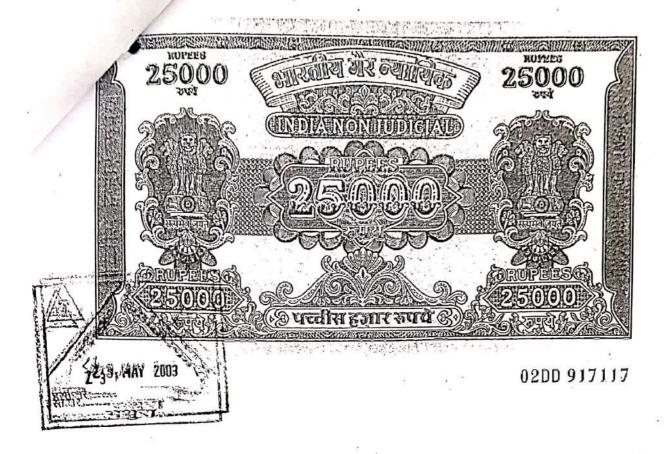


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(i) Rs. 7,80,000.00 (Rupees seven lacs eighty thousand only) has already been received by the VENDOR through Demand Draft No.018490 dated 14th May, 2003 drawn on Punjab National Bank, Sanjay Complex Branch, Sanjay Place, Agra in favour of the VENDOR payable at Vrindavan, Distt Mathura.



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(ii) and balance Rs.26,86,900.00 now (Rupees twenty six lacs, eighty six thousand and nine hundred only) by three demand drafts of Rs. 9,00,000.00, Rs. 9,00,000.00 & Rs. 8,86,900.00 Nos.018693, 018694 and 018695 all dated 24th May, 2003 drawn, on Punjab National Bank, Sanjay Complex Branch,

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

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

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

AND WHEREAS the VENDOR hereby assures the VENDEE that the DEMISED PROPERTY is free from all charges, liens and encumbrances and no previous transaction

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has been made regarding the same and that the VENDOR has 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 DEMISED PROPERTY, being transferred through this DEED





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is of absolutely good marketable title, however the quality of the land and condition of the property which contains huge pits and craters has been fully disclosed by the VENDOR to the VENDEE and is being sold on as it is condition, the VENDEE shall at its own expense make

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the land usable for any purpose it may desire. The VENDOR shall not be liable in any manner whatsoever. The VENDOR hereby 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 any loss and/or damage to the VENDEE or

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otherwise adversely effects the title and interests of the VENDEE the VENDOR shall be fully liable to indemnify the VENDEE by bearing all costs, consequences and

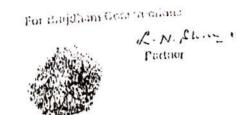
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expenses together with damages if any, which the VENDEE shall also be entitled to recover through Court of Law.

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That the Stamp Duty on this deed amounting to Rs.6,55,900.00 has been paid on Rs.65,59,000.00 being the sale consideration calculated at the prevailing circle



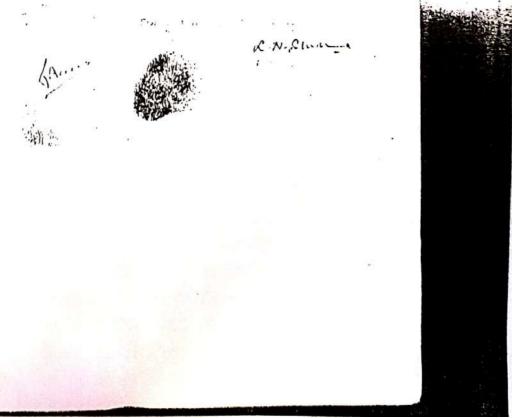






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rate of Rs.700.00 per sq mts., as against the actual sale consideration of Rs.34,66,900.00 and has, as a term of contract of sale, been borne by the VENDOR.

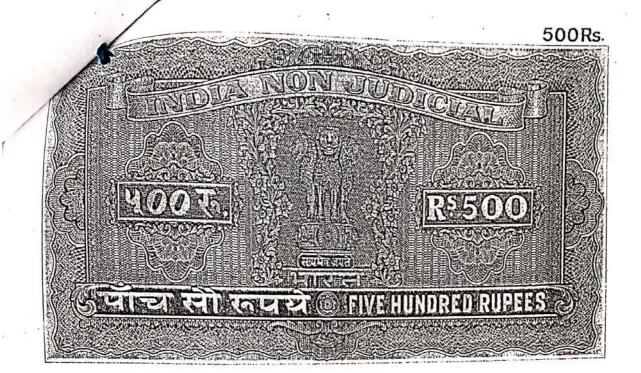


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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET
THEIR RESPECTIVE SEAL AND SIGNATURES ON THE
DAY, MONTH AND YEAR MENTIONED HEREINABOVE IN





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PRESENCE OF THE UNDERMENTIONED WITNESSES.

WITNESSES:

FIRST PARTY

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(SHRI LALIT KUMAR ARORA)

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2. (Rayi Chan Van KAPOOA)

5/6 84. S. K Kaprov.

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SECOND PARTY

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(SHRI LAXMI NARAIN SHARMA)

For and on behalf of Braj Dham Constructions



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DESCRIPTION OF LAND

Area being transferred 0.917 hectres out of Khata No.

154, Khasra No. 125, Khasra No. 126, Khasra No.127,

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Khasra No. 128 and Khasra No. 129 situated at Mauza Rajpur Bangar, Vrindavan, Mathura, bounded as under:-

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NORTH : Land in Khasra No. 124/2, 124/4 & 130.

SOUTH : Land in Khasra No. 121, 122, 123 & 124/

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EAST : Land in Khasra No. 177.

WEST : Land In Khasra No. 124/1 & 124/2.

FIRST PARTY

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