

3254

1/2

3254
29/5/03

02DD 917057



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,



For Binjdham Constructions

A.N. Sharma
Partner





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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:

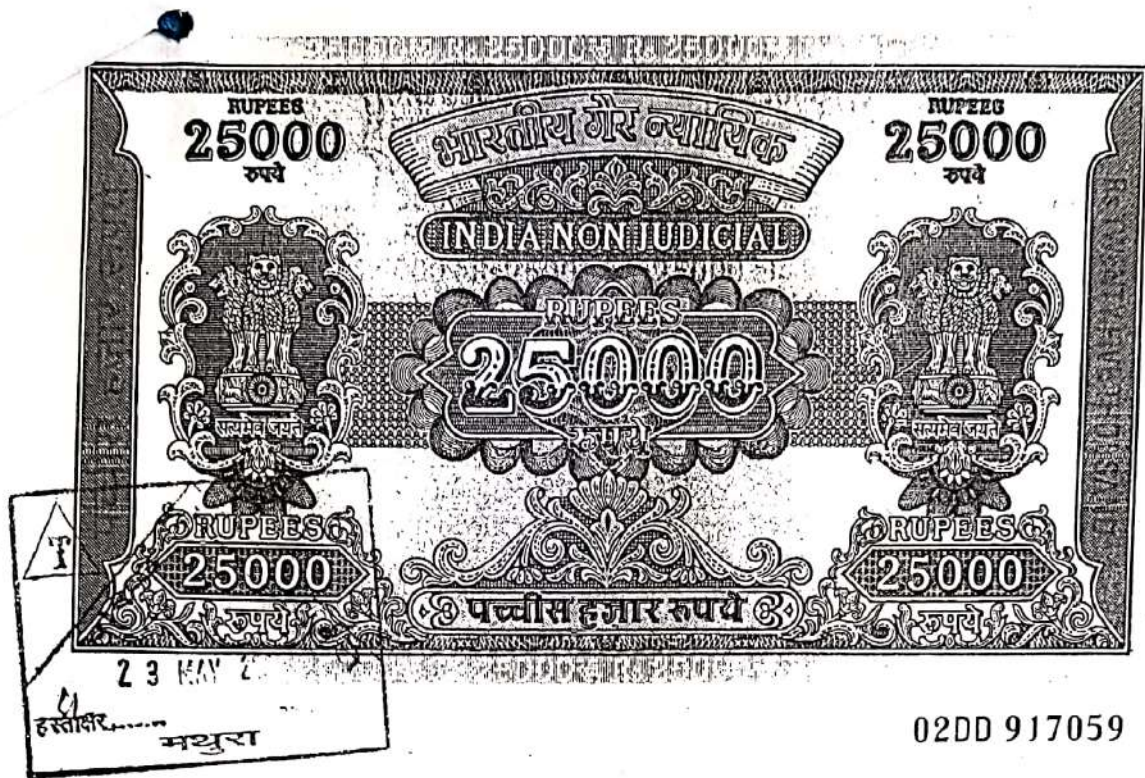
AND

M/S BRAJ DHAM CONSTRUCTIONS, a partnership firm registered under the Indian Partnership Act, 1932 by the



For Brajdhama Constructions

K.N. Sharma
Partner



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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
the SECOND PARTY/VENDEE which term shall mean and



L. N. Sharma



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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
Bhumldhar of land In Khata No 154, Khasra No. 124/3



L. N. Sharma



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measuring 0.854 hectares, Khasra No 130 measuring 0.235 hectares and Khasra No 131 measuring 0.267 hectares in total measuring 1.356 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.

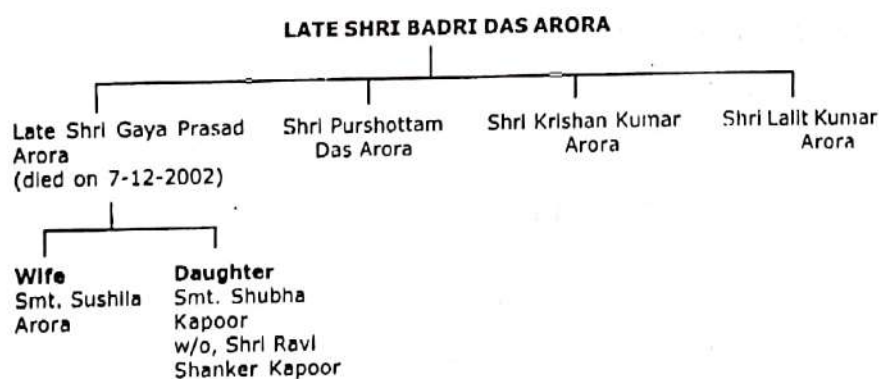


L. N. Shetty



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



For Braille Conversion

L. N. Sharma
Partner



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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, out of family funds, purchasing properties in the name of different brothers for the family purposes. Each brother formed his own HINDU UNDIVIDED FAMILY consisting of himself, his wife, sons and/or daughters in his



A. N. Sharma
Partner



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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

[Signature]
[Fingerprint]

For Bindham Gokul Chand

[Signature]
Partner



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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



For Bindham Constructions

L. N. Sharma
Partner



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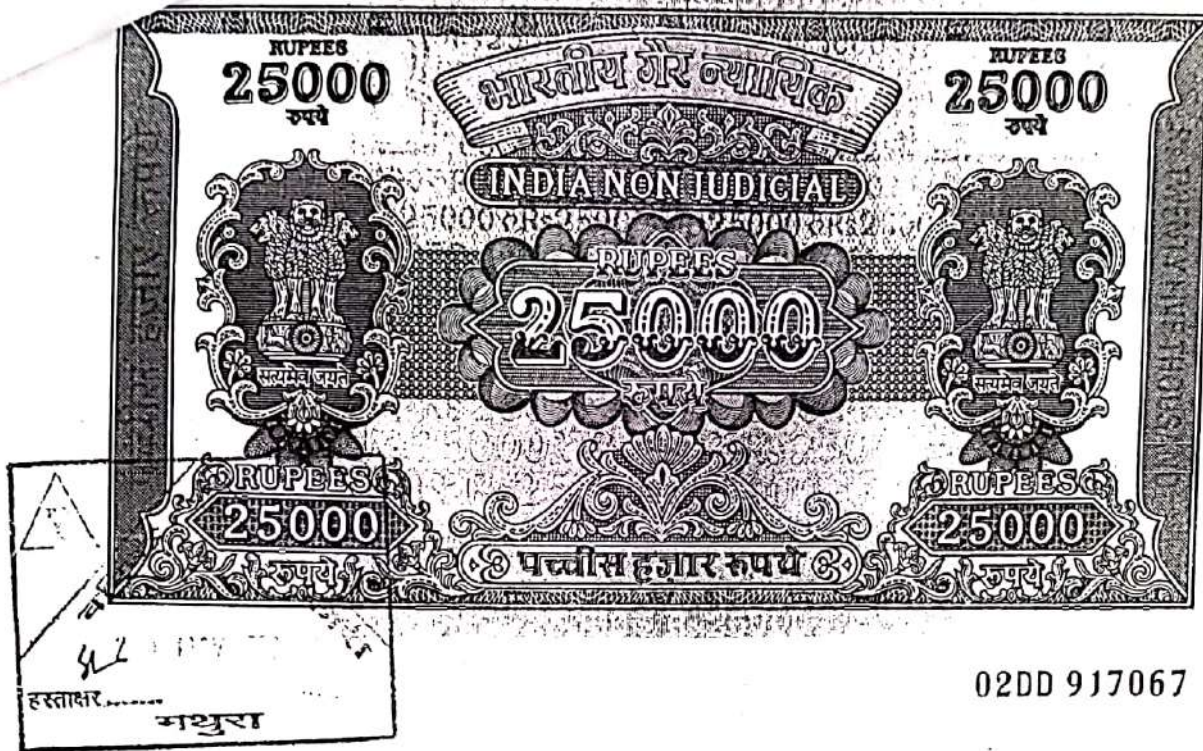
(each representing in the capacity of Karta of his own branch) in 1975 and subsequently in 1992 in writing, thereafter ratified by an Order of the Revenue Court in the year-1993. As consequence of oral partition followed by subsequent written partition and by subsequent minor adjustments all the brothers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

[Signature]


For Atty. B. G. S. 1/1/2013



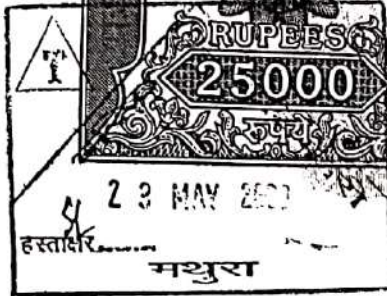
L. N. Sharma
 Partner



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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 share of each brother.

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L. N. Sharma



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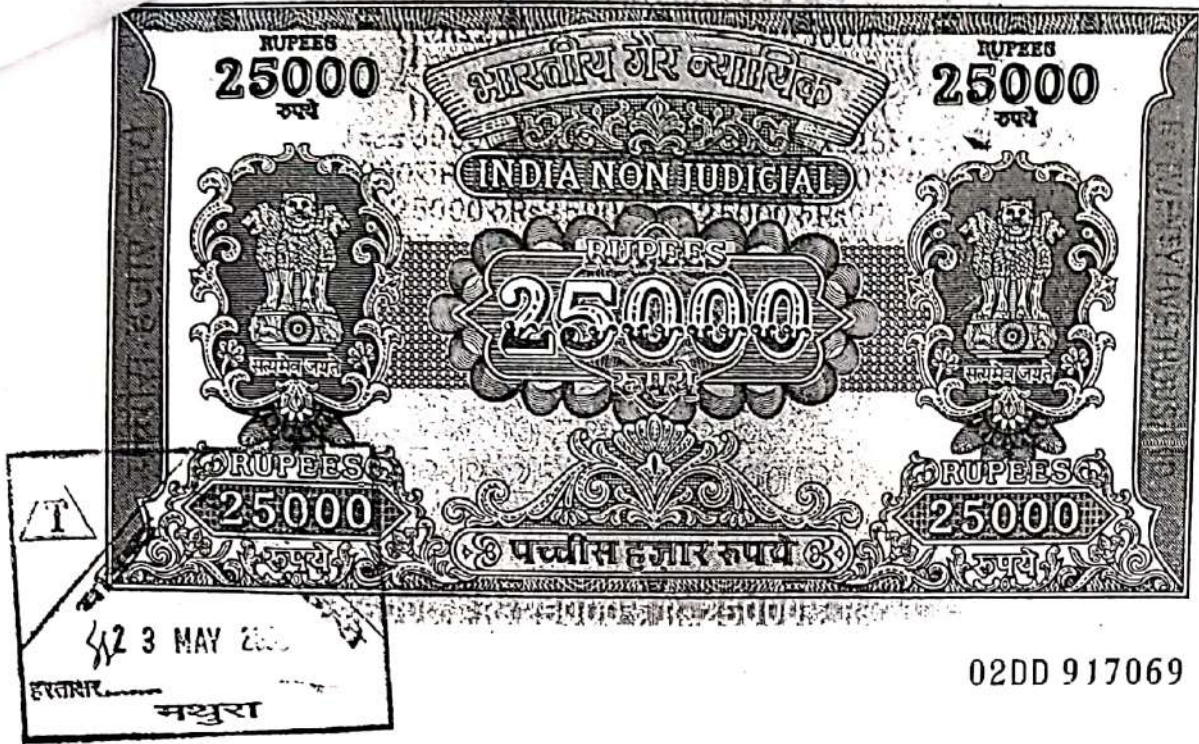
Accordingly each brother is possessing and occupying on the spot the holding of his share by dividing the same in metes and bounds. The Revenue Authorities also, duly, made entries in revenue records by separating the Khata of each brother.

That later on after the death of, one of the brothers, Shri

For Brajendra Chatterjee

d. N. Sharma
Partner





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Gaya Prasad Arora, who expired on 7th December, 2002, his legal heirs, SMT SUSHILA 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



d. N. Chandra
P. 10/10/02



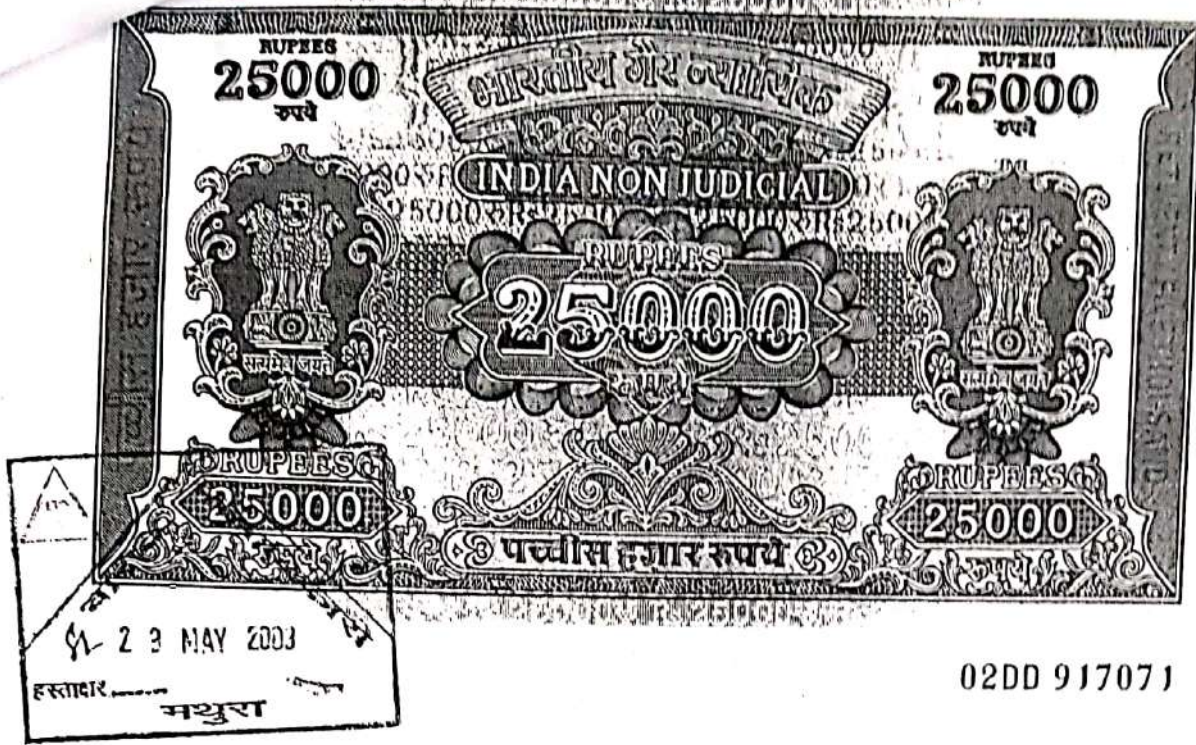
-14-

mutation of the name were duly 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 Brajdharm Constructions

L. N. Sham
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 herein mentioned above has thus acquired absolute rights, titles and Interests in the DEMISED PROPERTY, which is more clearly

For Stamp and Signature

D. N. Sharma
Partner





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demarcated in the attached SITE PLAN as APPENDIX 'I'
to this DEED and more fully detailed at the foot of this
DEED.

AND WHEREAS 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

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[Handwritten signature: D. N. Sharma]



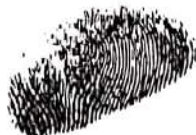
-17-

adequate consideration.

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 VENDOR to purchase the demised property.

For Medjellyan Constructions

A. N. Sharma
Partner





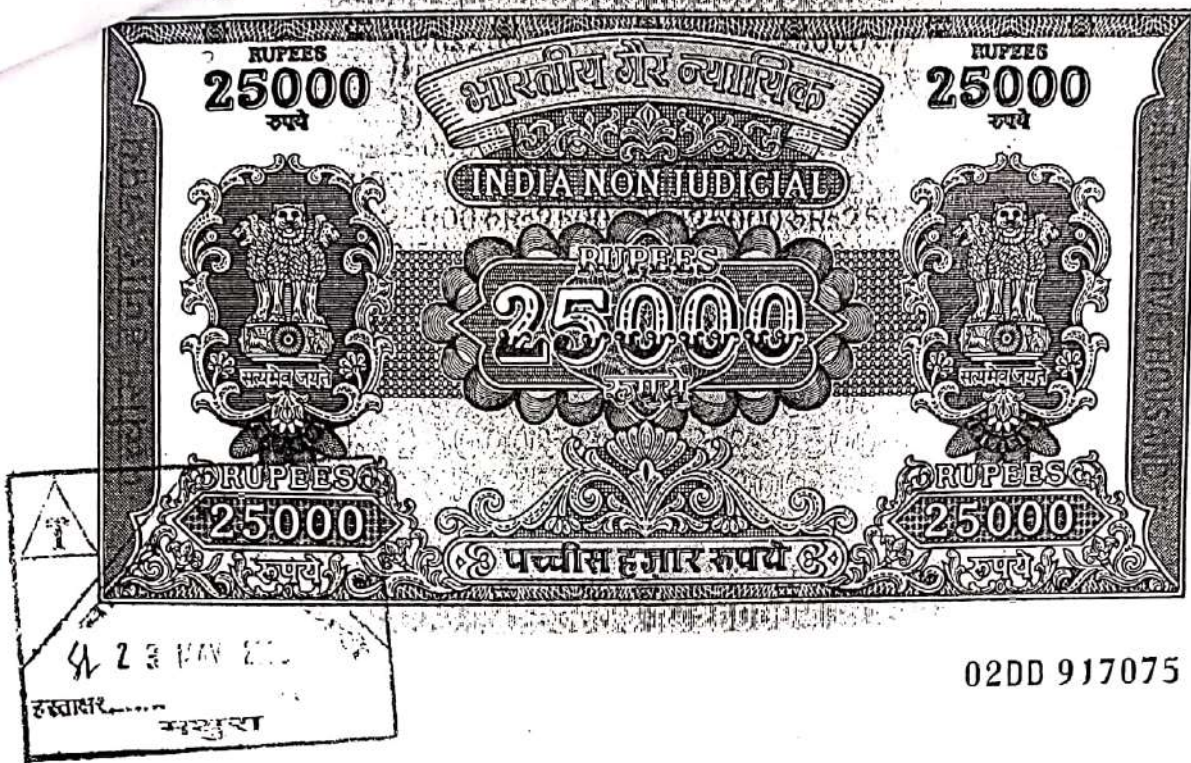
-18-

AND WHEREAS the VENDOR has accepted the 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

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L N Sharma
P. No. 11



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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 confirmation of distribution of shares by Judicial Order. The final allocation of land,

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in the share of VENDOR, being transferred by this deed is also shown in the attached SITE PLAN by red colour as APPENDIX-'I'. The APPENDIX- 'II' also discloses the details of previous sales to the VENDOR and their respective DEEDS.

AND WHEREAS for the reasons stated hereinabove the

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[Handwritten signature]



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VENDOR hereby absolutely transfers and conveys 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' on receipt of total sale consideration mention here in below.

For Urejlaan Constructions

L. N. Sharma
Partner





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That the total consideration, referred to hereinabove, for sale of the DEMISED PROPERTY has been agreed at Rs. 50,17,200.00 (Rupees Fifty lacs, seventeen thousand and two hundred only) calculated at the rate of Rs.370.00 per sq mts which includes cost of land and stamp duty

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For By: Partner & Co. Hons

[Handwritten signature]
Partner





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thereon. The VENDOR hereby acknowledges having received the entire sale consideration amounting to Rs.50,17,200.00 (Rupees Fifty lacs, seventeen thousand and two hundred only) in the following manner: -

[Handwritten signature]

For Brajdharm Constructions

A. N. Shan
Partner





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- (i) Rs. 25,00,000.00 (Rupees twenty five lacs only)
received by Cheque/Demand Draft from nominee
of the VENDOR who now stands fully discharged.
- (ii) Rs. 9,00,000.00 (Rupees Nine lacs only) by demand

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[Handwritten signature]

[Handwritten signature]



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draft No. 018491 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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For Brajdharm Constructions

L. N. Sharma
Partner



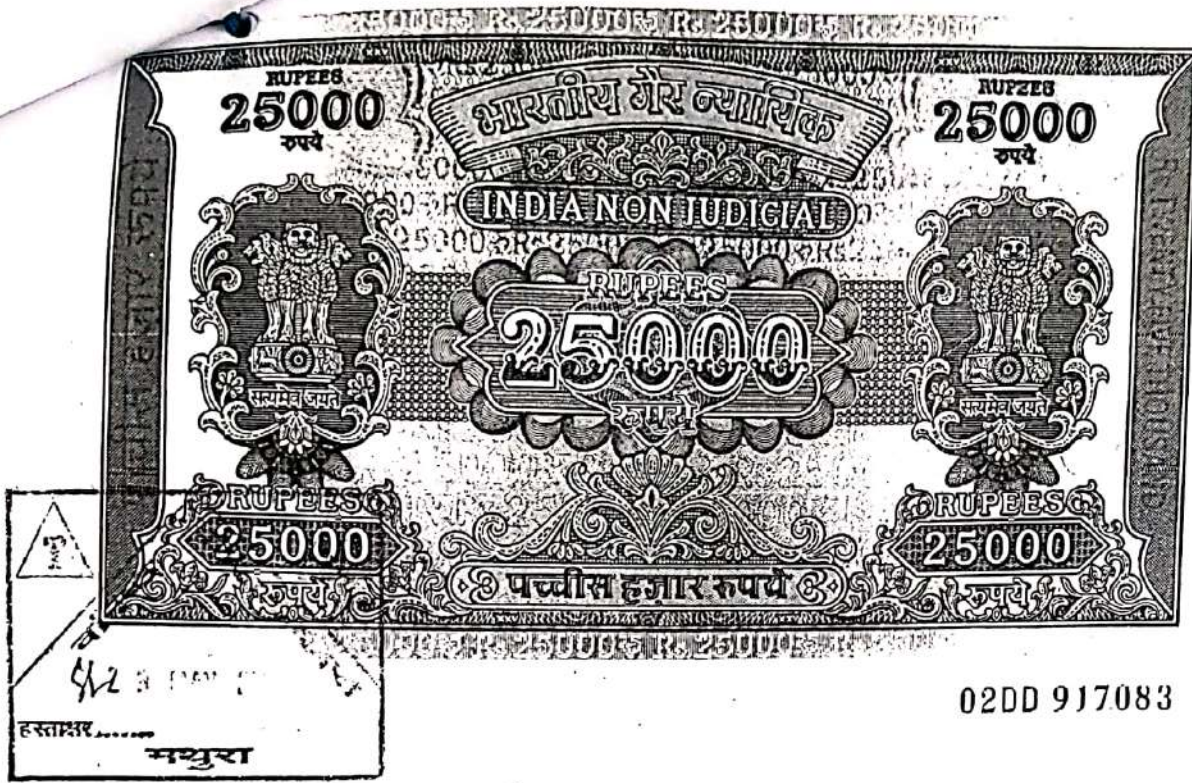


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(iii) and balance Rs.16,17,200.00 (Rupees sixteen lacs, seventeen thousand and two hundred only) by two demand drafts of Rs. 9,00,000.00 and 7,17,200.00 viz. Nos. 018696 and 018697 both dated 24th May,

For Brajdhun Constructions

L. N. Sharma
Partner



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2003 drawn on Punjab National Bank, Sanjay Complex Branch, Sanjay Place, Agra drawn in favour of the VENDOR payable at Vrindavan, Distt., Mathura.

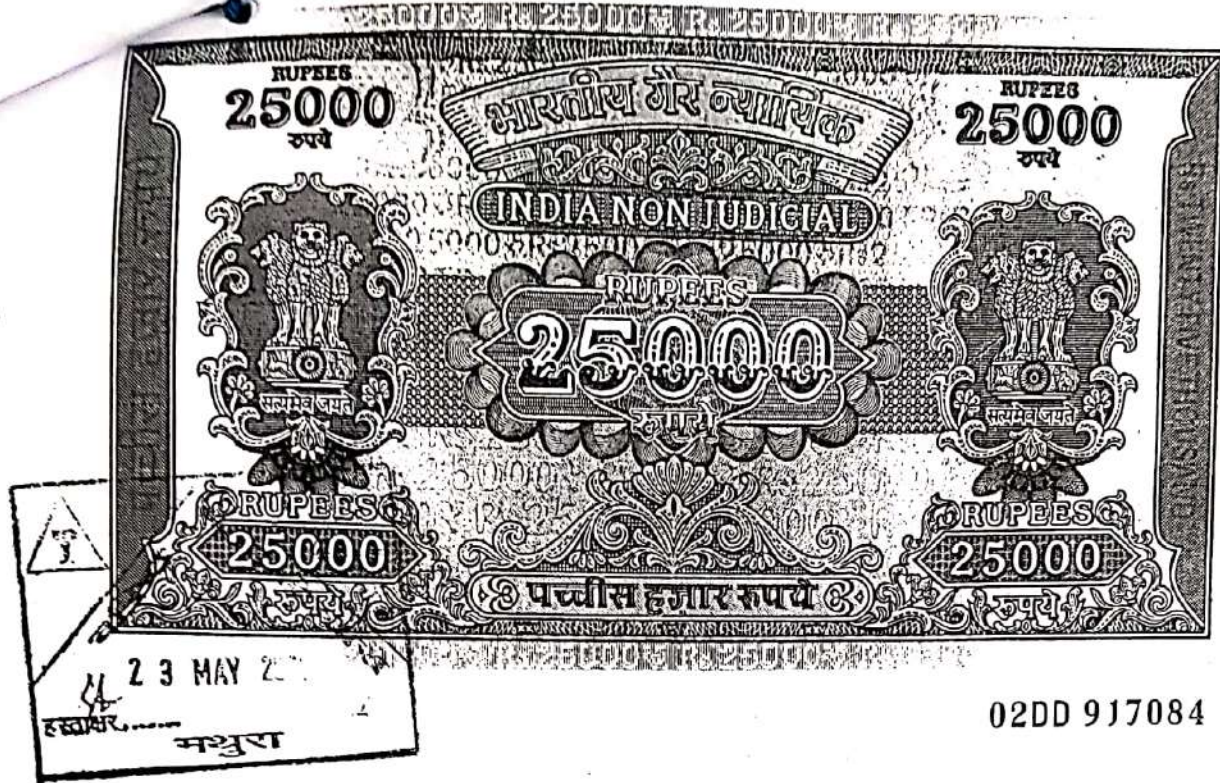
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For Brojram Contributions

L. N. Sharma
Father





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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



d. N. Sharma



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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,

L. N. Sharma



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liens and encumbrances and no previous transaction 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

L. N. Chandra





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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

For Brajdhara Contributions

L. N. Sharma
Partner





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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 the land usable for any purpose it may desire. The VENDOR shall not be liable in any manner whatsoever.

For Proprietor's Certifications

L. N. Sharma
Proprietor

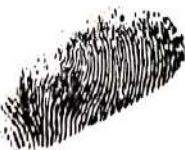
L. N. Sharma



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The VENDOR hereby assures the VENDEE that, in case, if any defect in title is detected or any suppression of material fact or non disclosure thereof occurs which causes any loss and/or damages to the VENDEE or

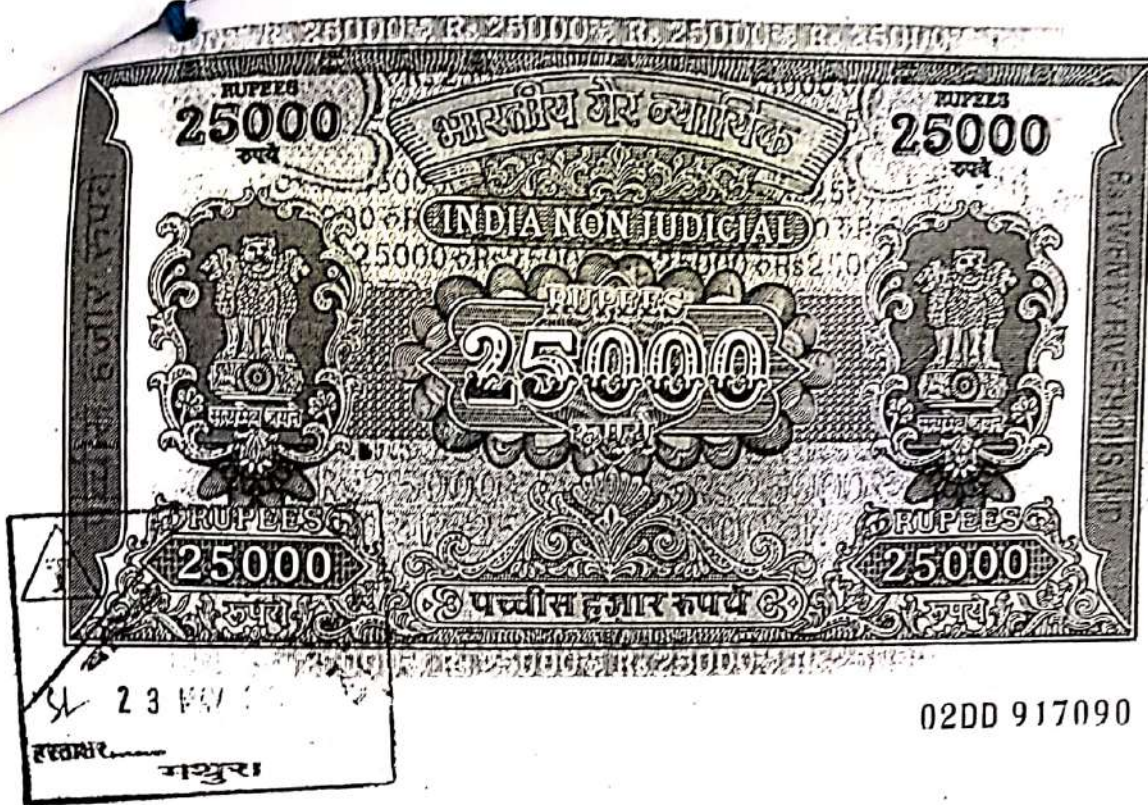
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For the Vendor

L. N. Sharma
10/8





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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

For Brajdhham Constructions

A. N. Sharma
Partner





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

For Braj Bhani Constructions

L.N. Sharma

Partner

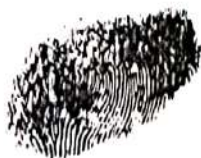




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That the Stamp Duty on this deed amounting to Rs.
9,49,200.00 has been paid on Rs.94,92,000.00 being

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[Handwritten signature: d. N. Shan]

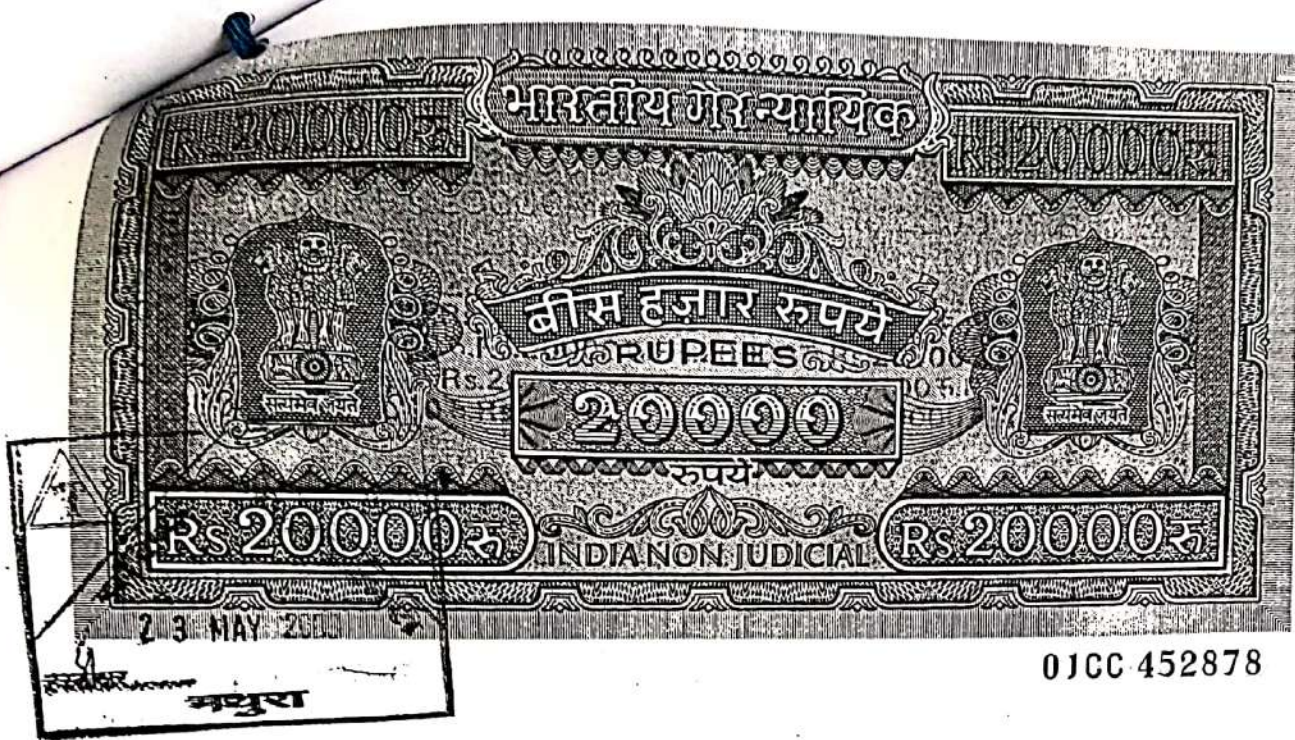


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the sale consideration calculated at the prevailing circle
rate of Rs.700.00 per sq mts., as against the actual sale



L. N. Sharma



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consideration of Rs.50,17,200.00 and has been, as a term of contract of sale, paid by the VENDOR.

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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For Brajdharm Constructions



[Handwritten signature]
Partner



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PRESENCE OF THE UNDERMENTIONED WITNESSES.

WITNESSES:

FIRST PARTY

1 M. Arora

(SHRI LALIT KUMAR ARORA)

2 Shubha Ar Kapoor

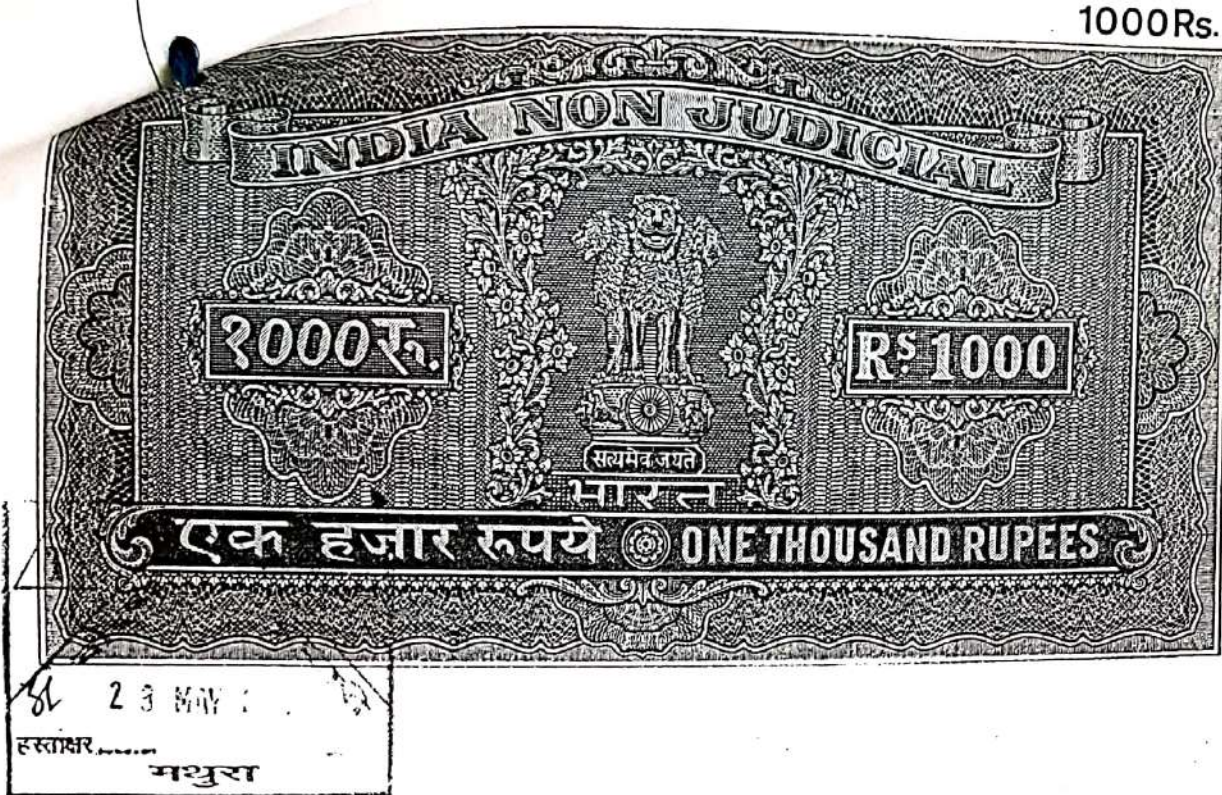
SECOND PARTY

D/o, Late Sh. G. P. Arora

D-331, Anand Vihar, Delhi-92.

L. N. Sharma
(SHRI LAXMI NARAIN SHARMA)

FOR AND ON BEHALF OF BRAJDHAM CONSTRUCTIONS



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DESCRIPTION OF LAND

Area being transferred 1.356 hectares in Khata No. 154

[Signature]

For Brajdharm Constructions

L. N. Sharma
 Partner



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Khasra No.124/3 measuring 0.854 hectares, Khasra
No.130 measuring 0.235 Hectres, and Khasra No. 131



For Brajdhani Constructions

W. Sharma
Partner



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measuring 0.267 Hectres situated at Mauza Rajpur ,

Bangar, Vrindavan, Mathura, bounded as under:-

Mathura



Instructions

L. N. Sharma



100Rs.



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NORTH : Land in Khasra Nos. 132, 134, 136 and
137.

SOUTH : Land In Khasra No. 124/2, 125, 129 &
128.



For Brajdharm Constructions

L.N. Sharma
Partner



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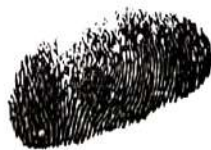
EAST : Land in Khasra No. 176 & 177.

WEST : Railways Land in Khasra No 81 & Khasra
No. 124/2

[Signature]

For Registration Construction

[Signature]
[Name]



APPENDIX - 'II'

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

KHASRA NO. Pre-consolidation		KHASRA NO. After-consoli.		PURCHASED FROM	REGISTRATION DETAILS
Old	Area	New	Area		
257	0.63 Acsr.	124	8.41 Acsr.	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 Acsr.				
272	0.58 Acsr.			Asha s/o Nand Kishore r/o Mohalla Kishorepura, Vrindavan, Mathura.	Dt.13-1-65, Bahi No.1, Jild No.649, Pg.73-74, Sl. No. 87, regd. on 14-1-65.
273	0.47 Acsr.				
274	0.41 Acsr.				
275	0.12 Acsr.				
253	0.21 Acsr.			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 Acsr.				
255	0.50 Acsr.				
264	0.52 Acsr.			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 Acsr.				
251	0.56 Acsr.	130	8.41 Acsr.	Kare @ Kashi s/o Bhagirath r/o -do-	Dt.31-3-65, Bahi No.1, Jild No.651, pg. 276-277, Sl.No. 658, regd. on 1-4-65.
256	0.52 Acsr.			Sukha s/o Nand Kishore r/o -do-	Back page details not available
270	0.58 Acsr.				
271	0.39 Acsr.				
252	0.97 Acsr.			Govinda s/o Sukhram r/o -do-	Dt.13-1-65, Bahi No.1, Jild No. 648, pg. 283-284, Sl. No.92, regd. on 15-1-65.
265	0.58 Acsr.				Dt.19-6-65, Bahi No.1, Jild No. 654, pg. 371-372, Sl. No. 1286, regd. on 2-7-65.
266	0.69 Acsr.			Kare s/o Poorna, Caste Jatav, r/o -do-	

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

KHASRA NO.	AREA	
124/3	0.854 Hect.	TOTAL - 1.356 Hect.
130	0.235 Hect.	
131	0.267 Hect.	

WITNESSES:-

1. *[Signature]*
Pur Shoham Dham Arora
820 Sri Badrinagar Arora
Parana Shalan V/13 an.
2. *[Signature]*
Dolatesh. G. P. Arora
D-331, Anand Vihar, Delhi-92.

FIRST PARTY

[Signature]
(LALIT KUMAR ARORA)

SECOND PARTY

[Signature]
(LAXMI NARAIN SHARMA)

For and on behalf of Braj Dham Constructions

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

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

APPENDIX-I

PLAN OF THE PROPERTY ON KHATA NO. 154 IN KH. NO. 124/3, 130 & 131 AT
RAJPUZ, RAIPUR, BANGAR, VRINDAVAN, DISTT. MATHURA.
OWNER: SRI. LALIT 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.

AREA OF THE LAND 124/3 = 0.854 HECT.

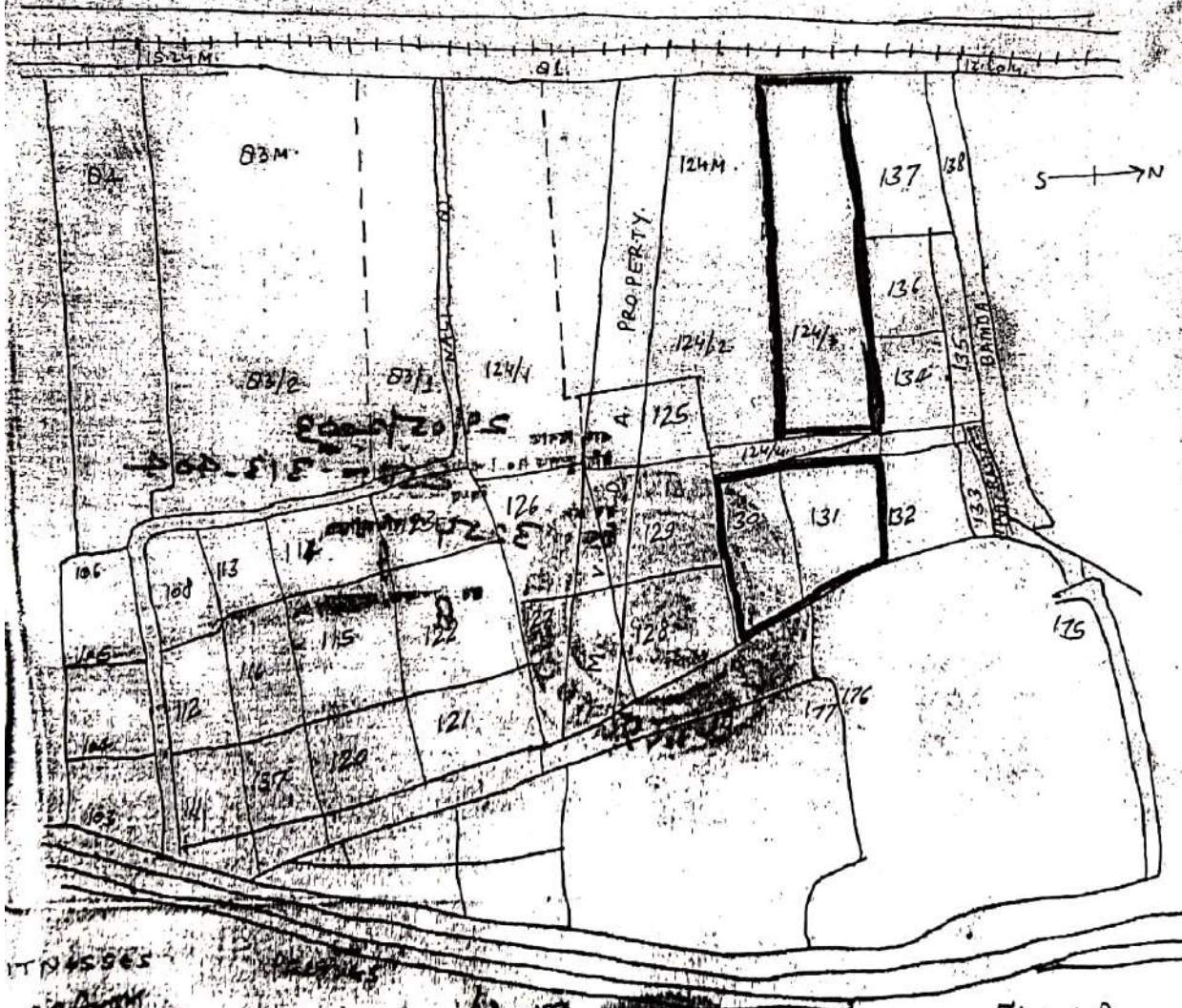
130 = 0.235 "

131 = 0.267 "

TOTAL = 1.356 HECTRES

PROPERTY SHOWN WITH RED COLOUR.

RASTA SHOWN WITH GREEN COLOUR.



ITNASSES

Shubh

First
CHANDI KUMAR A
C.N.
Became LAXMI NARAIN SHARMA
FORWARD ON BEHALF OF BRAJ DHAM CONSTRUCTIONS

Traced By
Ajay

Ajaya Prakash Bishreshtha
L.No. 09/DHPT-B/ADP/Shawna/2001-2003
Shyama Nagar Market, Meerut State Road
AGRA-203007