

SALE DEED

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

SHRI PURUSHOTTAM DAS ARORA, son of Late Shri Badri
Das Arora, r/o, Goverdhan Darwaza, Purana Shahr,

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For Brahmin Co. Auctions

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Author



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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:

AND

M/S BRAJ DHAM CONSTRUCTIONS, a partnership firm

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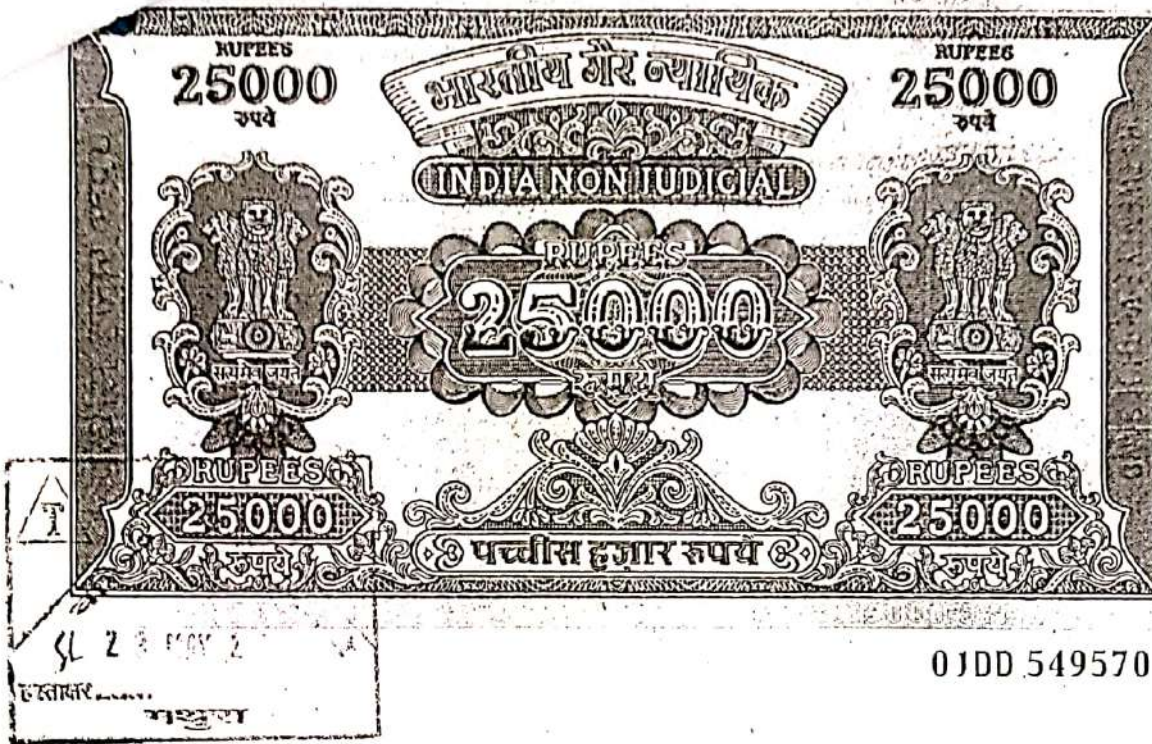


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registered under the Indian Partnership Act, 1932 by
The Registrar of Firms, Govt of N.C.T of Delhi, Delhi,
vide Registration No 966/2003, having its Principal Place
of business at F-2, Local Shopping Centre, Udai Park,
New Delhi through one of its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

6/6/2003

L. N. Sharma



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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 WITNESSETH AS UNDER: -

For Brajendra Constructions

B. N. Chandra
Partner

12/6/2009



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WHEREAS THE FIRST PARTY/VENDOR is the owner and Bhumidhar of land in Khata No. 61, Khasra No. 124/2 total measuring 1.603 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.

M. G. Rao

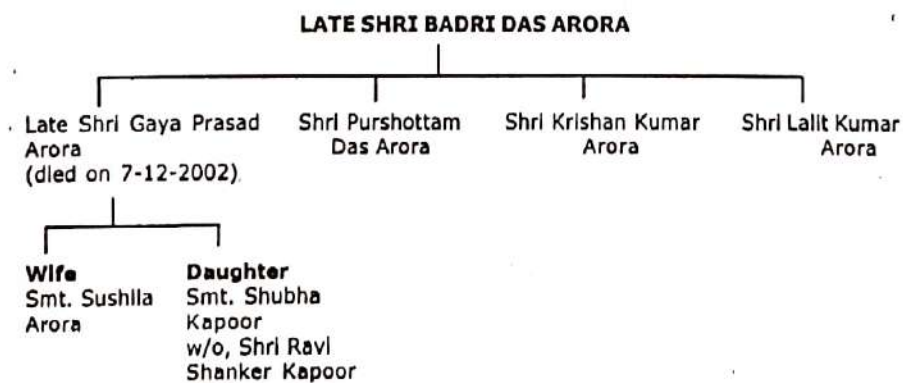
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In order to understand, the following is the pedigree of
Shri Purushottam Das Arora showing the situation of
the present VENDOR





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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 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 his own

For Brajdhara Constructions

Arora

L. N. Sharma
Partner



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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

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For L.

Signature
Partner



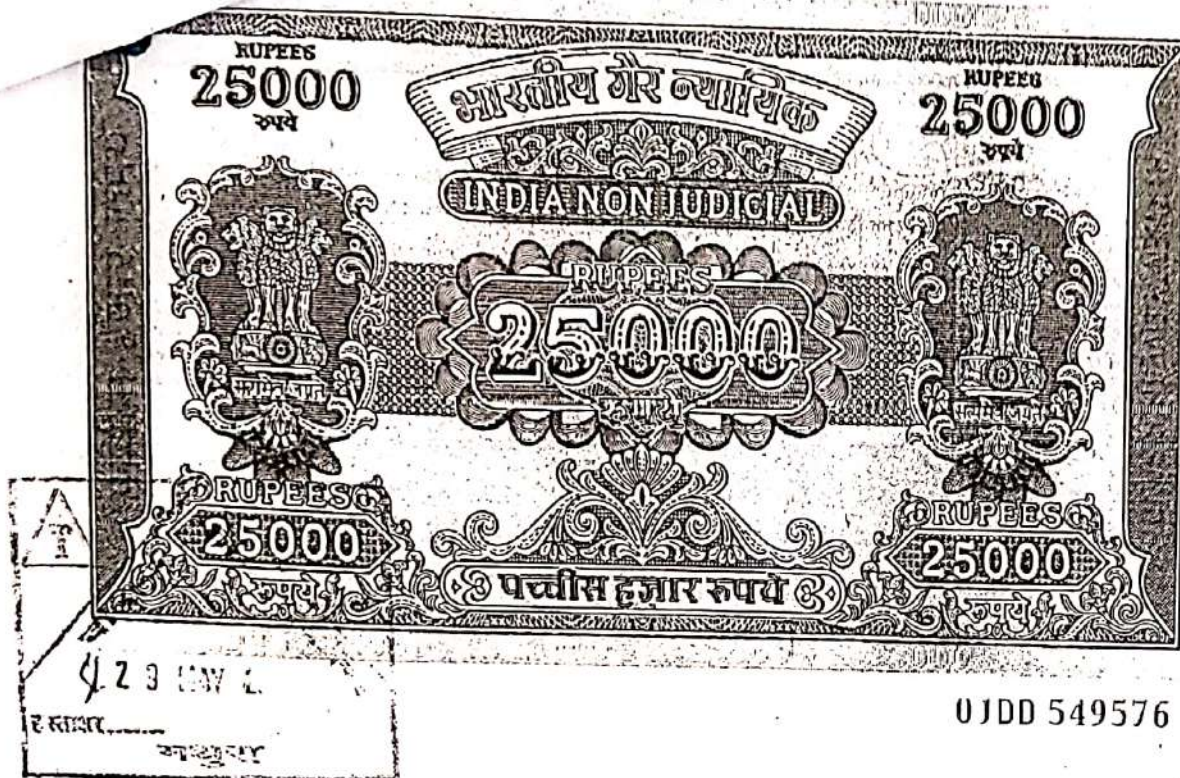
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in the size of the larger JOINT HINDU FAMILY, it was decided, amongst the brothers, to partition, all the movables and immovable properties held in the LARGER JOINT HINDU FAMILY CORPUS without disturbing the unity of the family. Accordingly several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

12/11/2015

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 a consequence of oral partition followed by 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 joint properties

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L. N. Sharma



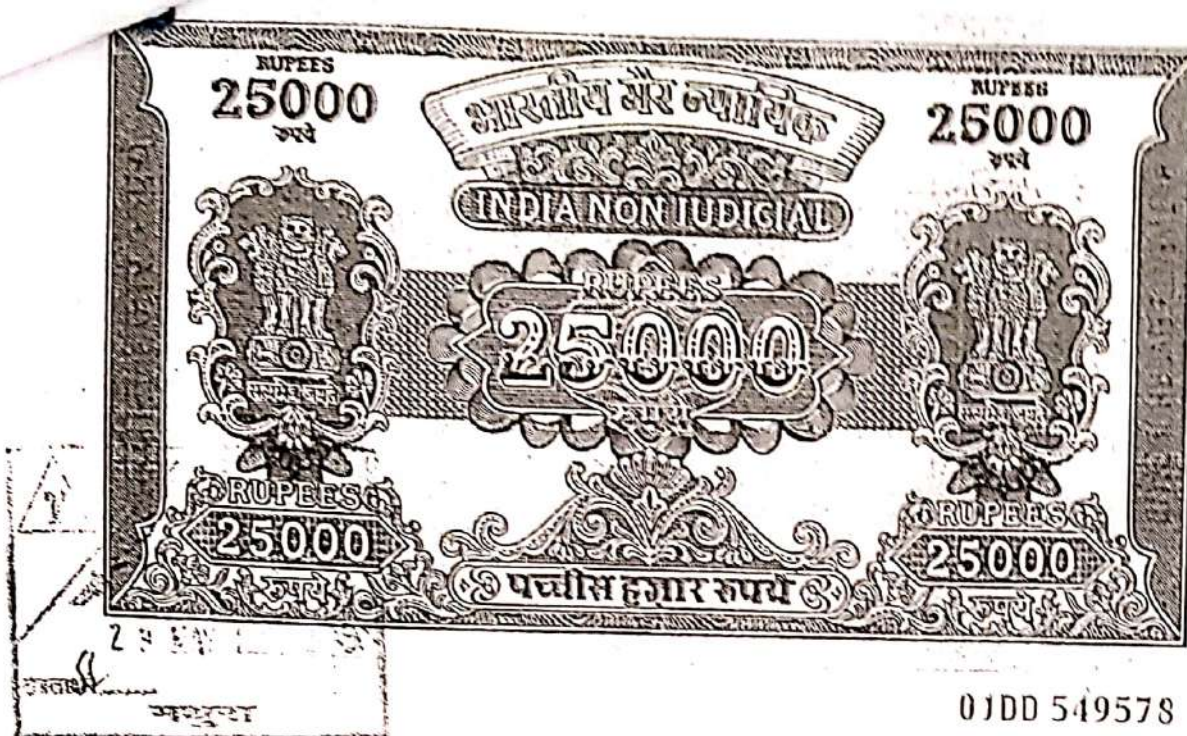
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were formerly partitioned under a decree of Revenue Court. Later on, one of the brothers, Shri Lalit Kumar Arora also filed a declaratory suit in the year 1995 endorsing the family arrangement document which suit was also decreed by the Civil Court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

M. G. Arora

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,

For Plaintiff's Instructions

M. G. H. S.

L. N. S. S.



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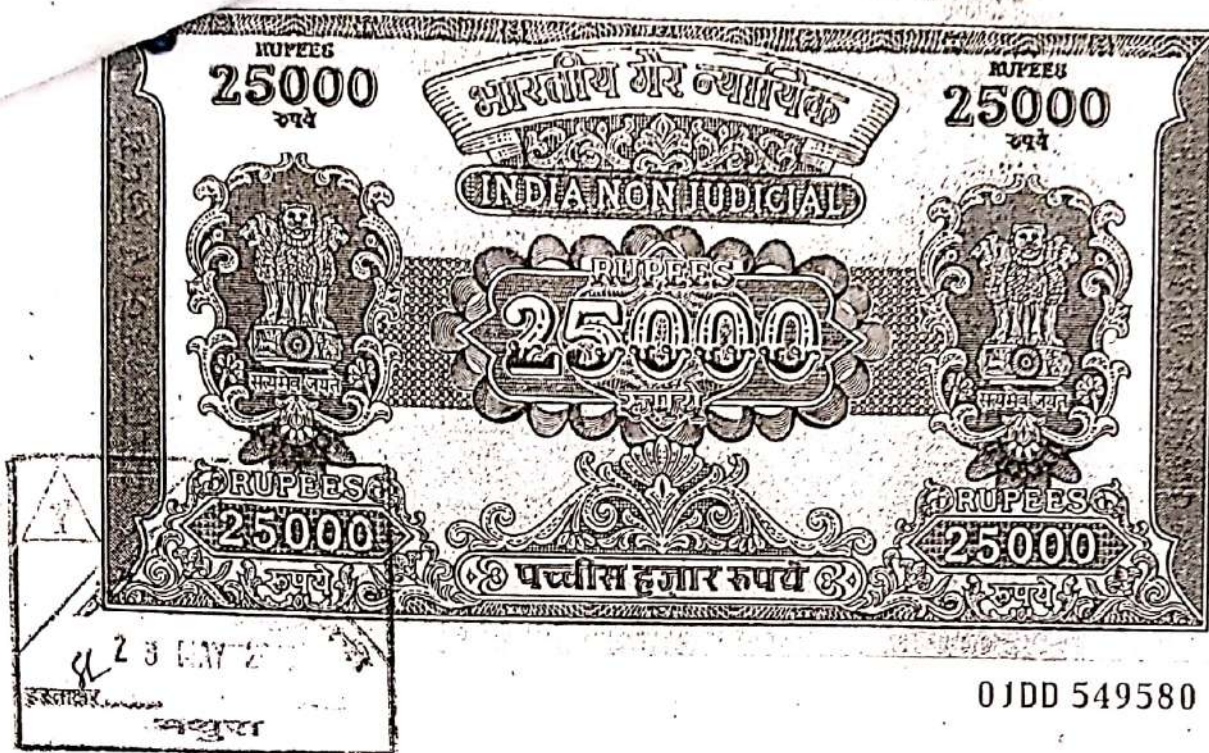
Shri Gaya Prasad Arora who expired on 7th day of December 2002, the legal heirs have also applied for mutation in their favour in revenue records which matter is pending for disposal.

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

For Revenue Conductions

[Signature]

[Signature]
Patwar



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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

26/10/05

L. N. Sharma





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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 herein mentioned above have thus acquired absolute rights, titles and interest in the DEMISED PROPERTY, which is more clearly demarcated in the attached SITE PLAN shown as

M. A. A. A.

L. N. Sharma

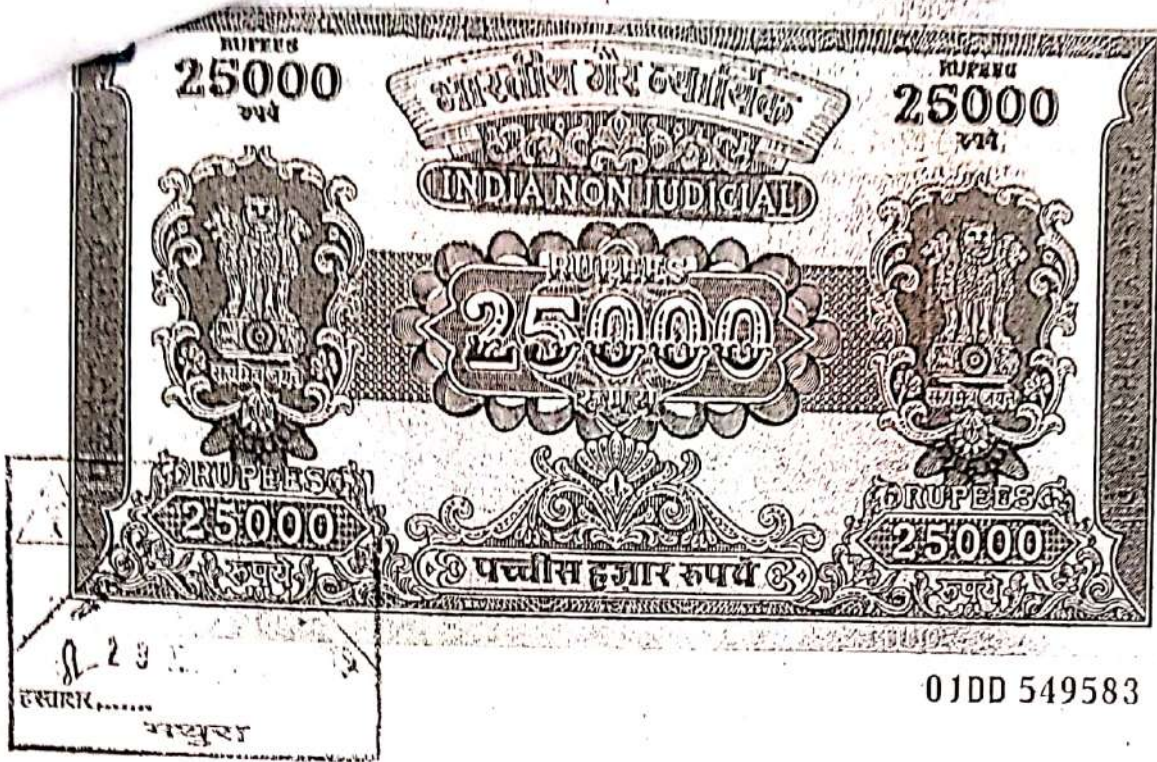


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APPENDIX- 'I' to this DEED and fully detailed at the foot of this DEED.

AND WHEREAS the VENDOR out of total area of 1.603 hectares in Khasra No. 124/2 has transferred 0.425 hectares of land, out of his share, to Mathura Vrindavan Vikas Pradhikaran vide Exchange Deed dated 24-3-2003 and

For Biddham Constructions



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registered 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 the balance 1.178 hectares of land
remaining out of khasra No. 124/2, being not in a usable
condition, the VENDOR do not find any use of the same

[Signature]

R. N. Sharma





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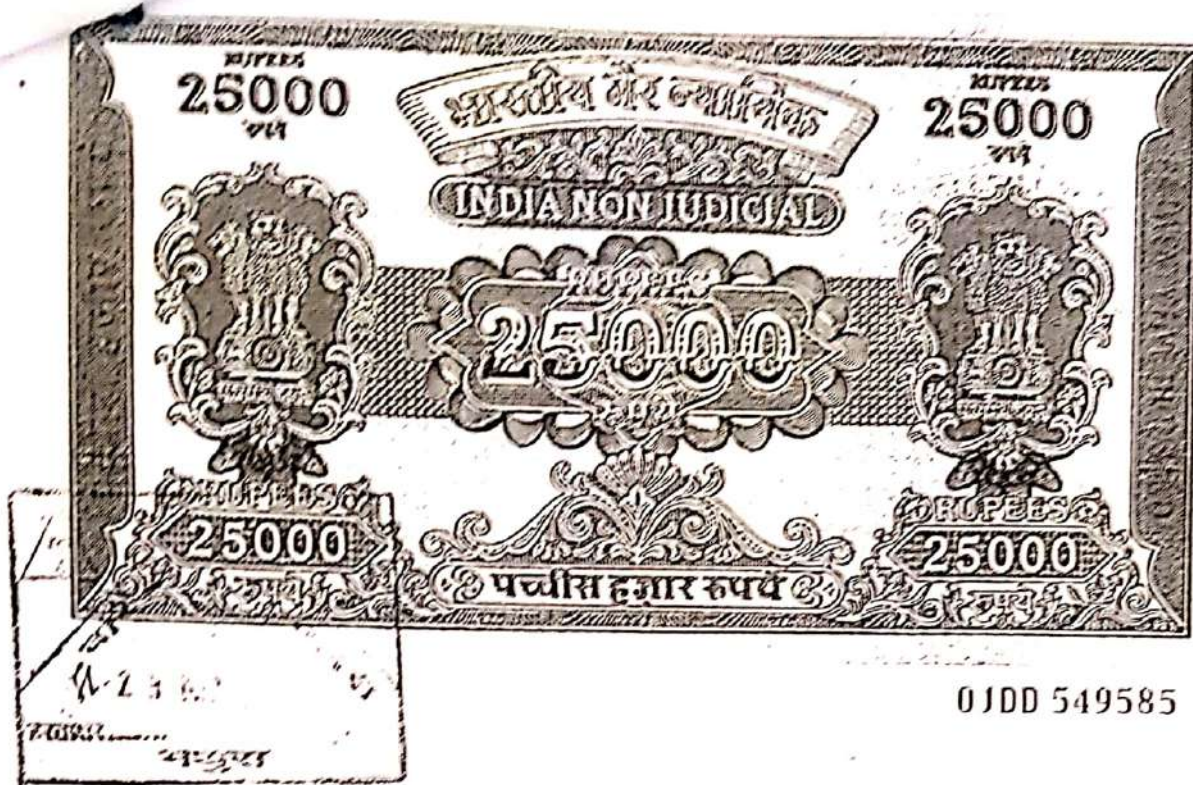
and is interested to dispose off the same for adequate consideration.

AND WHEREAS the SECOND PARTY/VENDEE is interested in buying the DEMISED PROPERTY and 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 Brijlaxmi Constructions

8/6/2005

L. N. Sharma
Partner



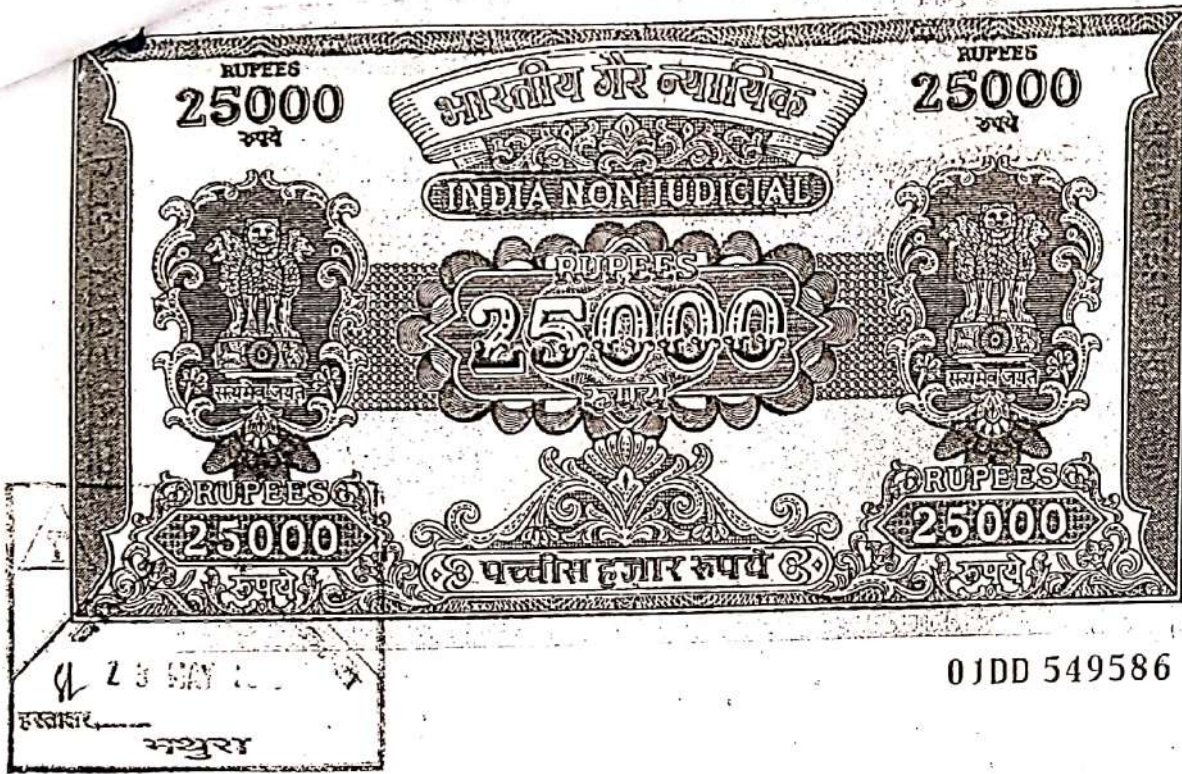
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AND WHEREAS the VENDOR has accepted the proposal of the VENDEE who is paying adequate price for the property mentioned in this DEED.

AND WHEREAS the property being sold by this INSTRUMENT is part of several parcels of land which

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L.N. Sharma

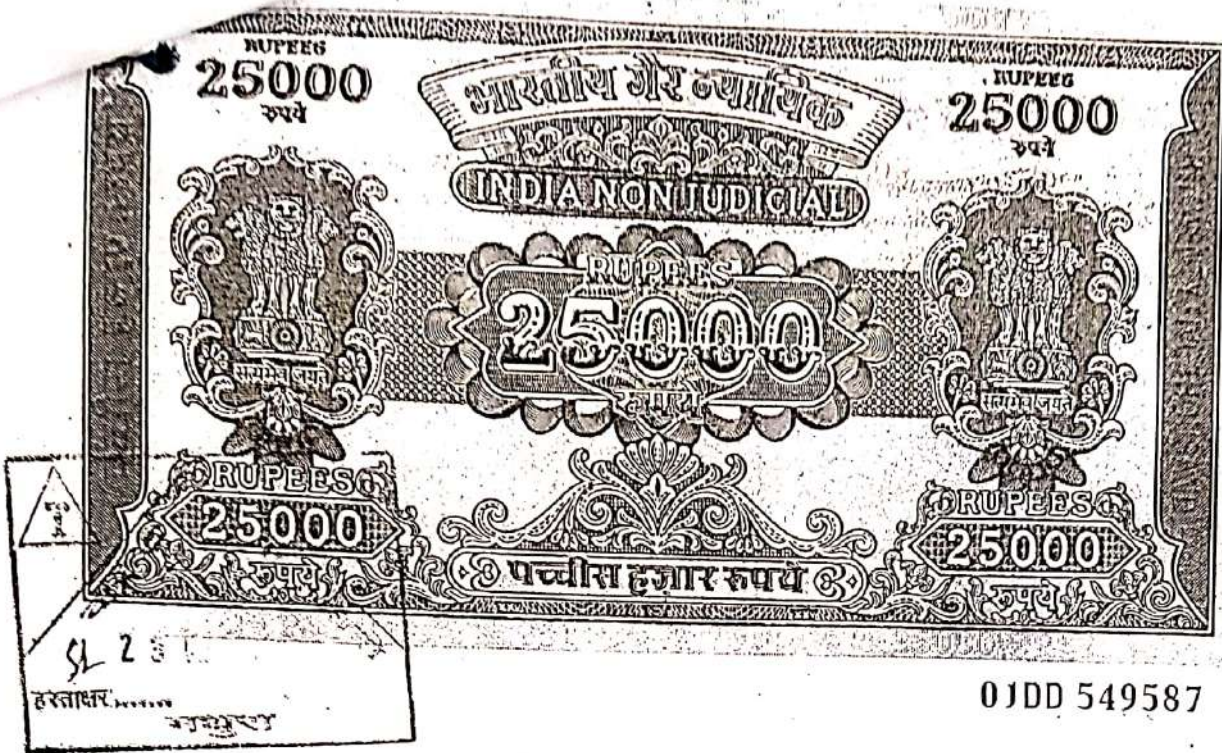


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were purchased from the joint family funds in the name of different brothers. In order to understand, the details of purchases in the name of individual brothers and thereafter rotation of shares amongst the brothers are being explained in APPENDIX- 'II' attached with this DEED showing original purchases and thereafter corresponding allotment and confirmation of distribution

Dr. Arun

L.N. Sharma



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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 DEEDS.

AND WHEREAS for the reason stated hereinabove the VENDOR hereby absolutely transfers and convey into

For Brajdhani Constructions

[Signature]

L. N. Sharma
Partner



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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.

That the total consideration, referred to hereinabove,

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L. N. Sharma

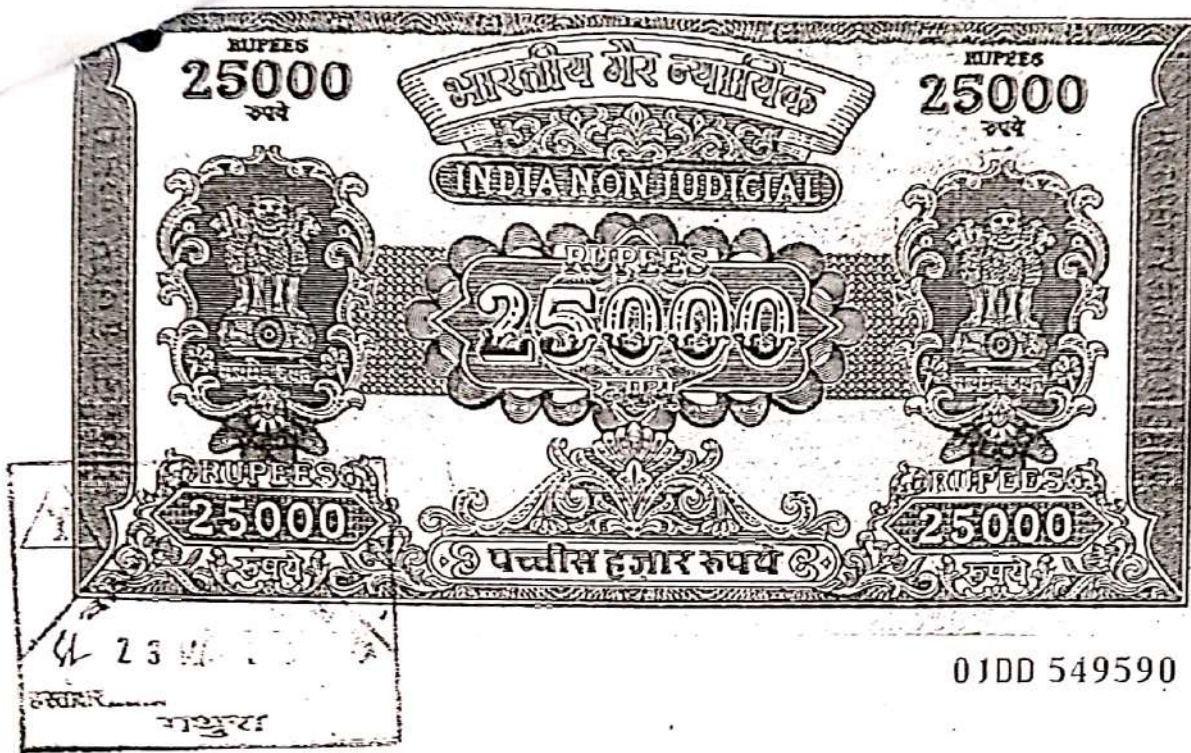


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for sale of the DEMISED PROPERTY has been agreed at Rs. 43,58,600.00 (Rupees Forty three lacs fifty eight thousand and six hundred only) calculated at the rate of Rs.370.00 per sq mts which includes cost of land and stamp duty thereon. The VENDOR hereby acknowledges having received the entire sale consideration amounting to Rs.43, 58,600.00 (Rupees Forty three lacs, fifty eight

6/6/2013

L.N. Sharma



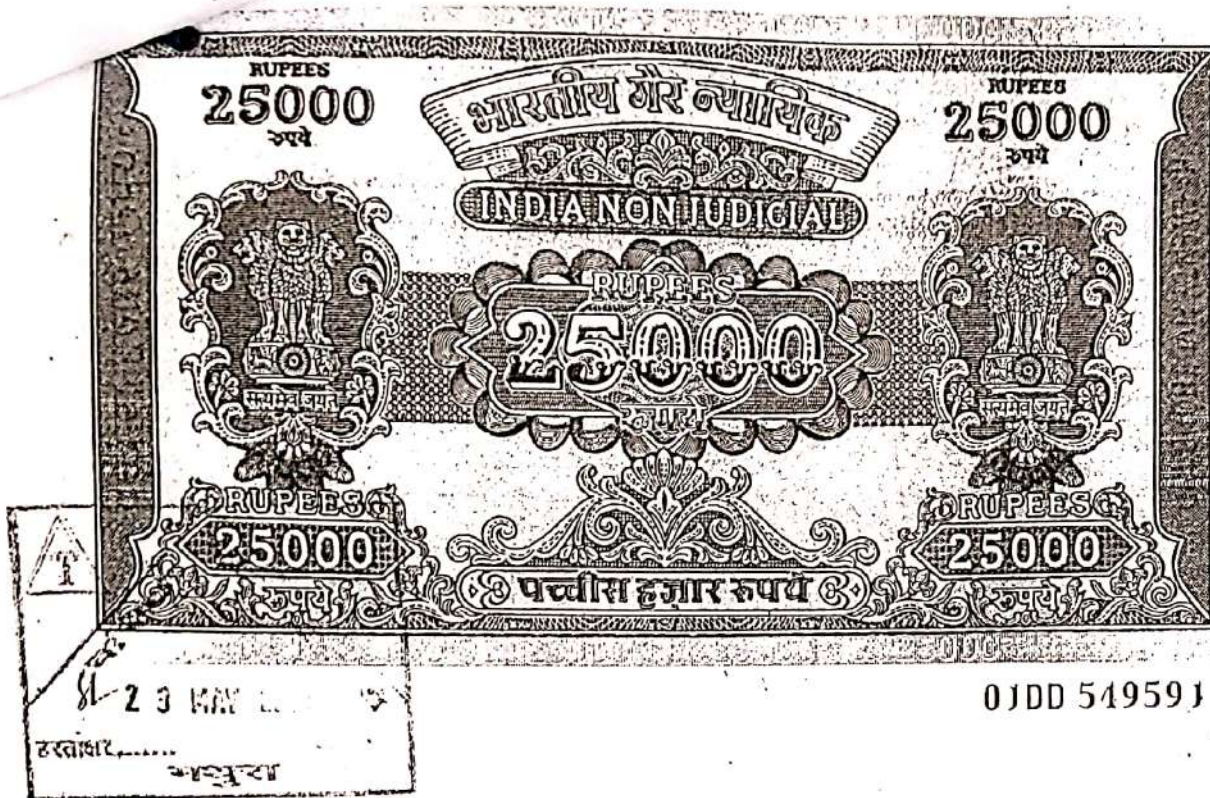
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thousand and six hundred only) in the following manner:-

- (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.

M. H. S.

L. N. S.

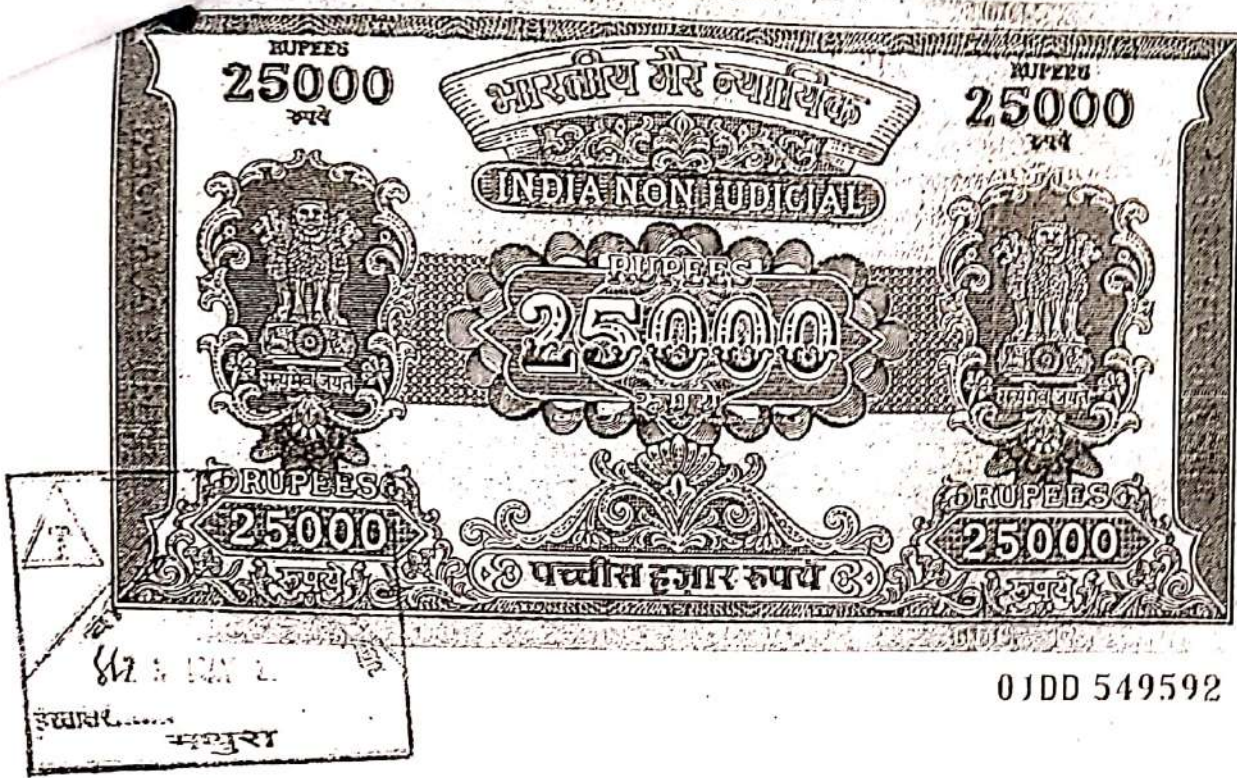


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- (ii) Rs. 8,30,000.00 (Rupees Eight lacs thirty thousand only) by demand draft No 018487 dated 14th May, 2003 drawn on Punjab National Bank, Sanjay Complex Branch, Sanjay Complex, Agra, in favour of the VENDOR Shri Purushottam Das Arora, payable at Vrindavan Branch, Distt Mathura.

Dr. Arora

L. N. Sharma



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(iii) and balance Rs.10,28,600.00 (Rupees Ten lacs, twenty eight thousand and six hundred only) by two demand drafts Nos.018686 and 018687 for Rs.5,00,000.00 (Rupees five lacs only) and Rs.5,28,600.00 (Rupees five lacs twenty eight thousand and six hundred only) respectively, both dated 24th May, 2003 drawn, on Punjab National

M. G. B. S. S.

L. N. Sharma



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Bank, Sanjay Complex Branch, 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 owner of the DEMISED PROPERTY
hereby conveyed and accordingly the VENDEE may get

For Brajdharm Constructions

[Signature]

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Partner



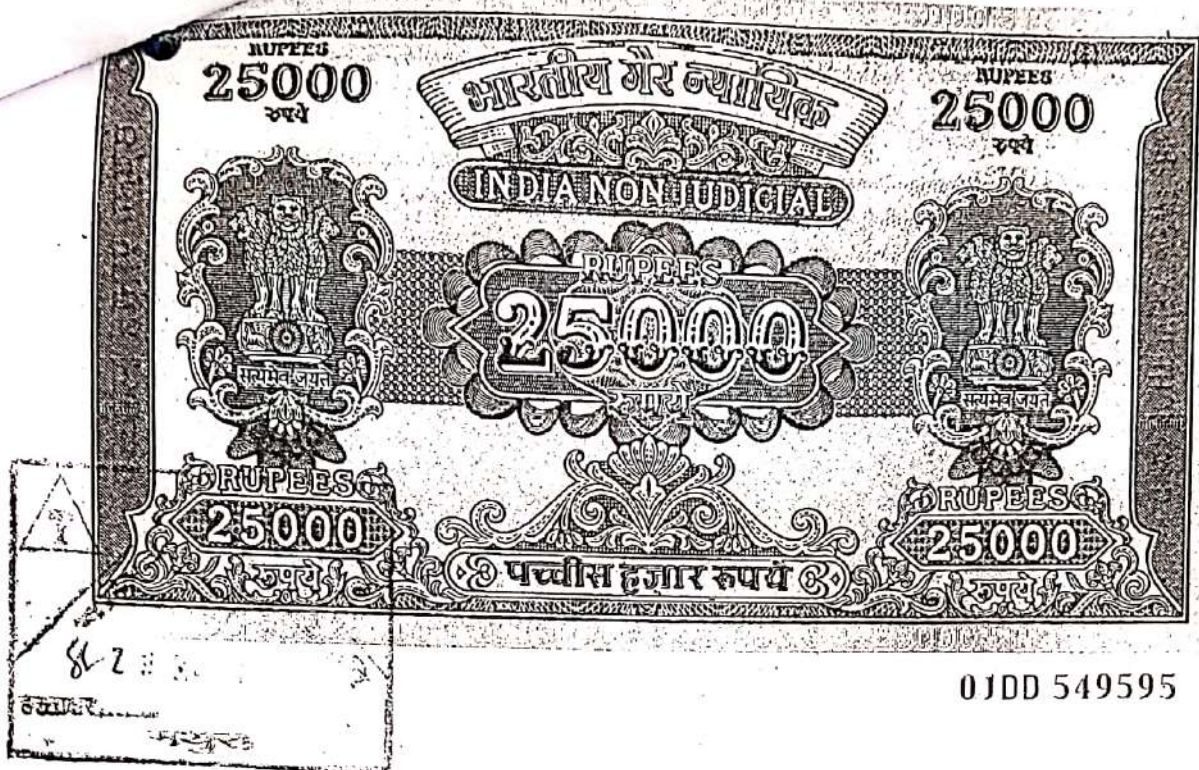
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its name mutated in the Revenue Records as well as in any other Government Records including any Local Authority.

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

N. N. Sharma

A. N. Sharma

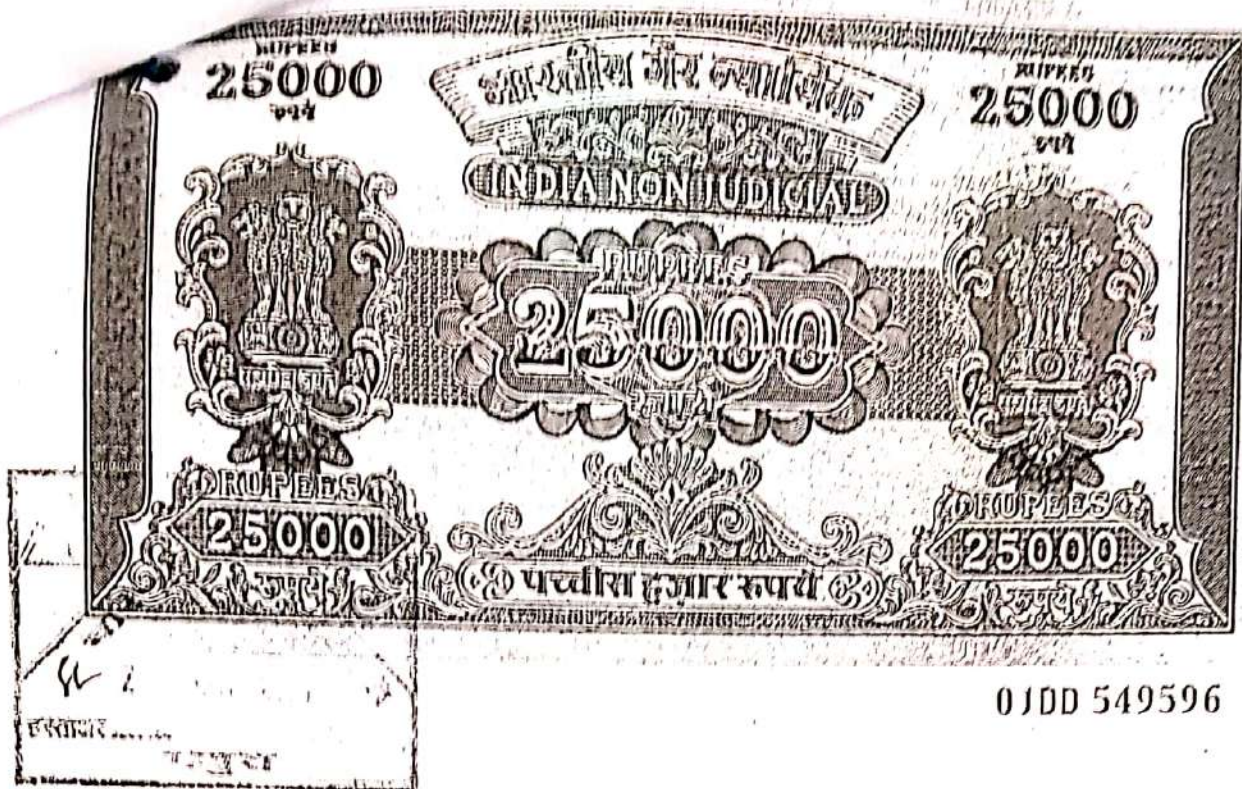


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has been made regarding the same and that the VENDOR has absolute rights, titles and interests to transfer the same. The DEMISED PROPERTY is also free from any acquisition proceedings or any other kind of bar. The DEMISED PROPERTY, being transferred through this DEED is of absolutely good marketable title, however the quality of the land and condition of the property which contains

12.6.2005

L.N. Sharma



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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.

The VENDOR hereby further assures the VENDEE that,

M. H. S.

L. N. Sharma

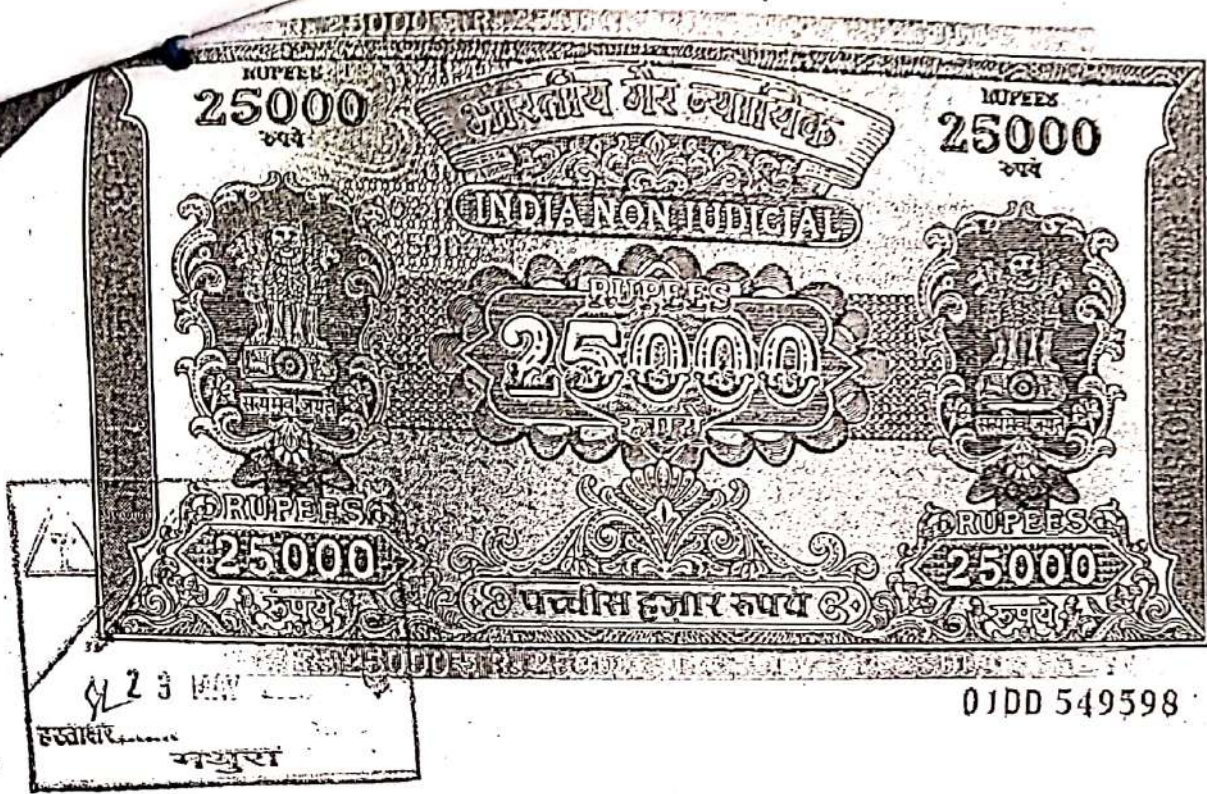


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in case, if any defect in title is detected or any suppression of material facts or non disclosure thereof occurs which causes any loss and/or damages to the VENDEE or otherwise adversely effects the title and interests of the VENDEE the VENDOR shall be fully liable to indemnify the VENDEE by bearing all costs, consequences and expenses together with damages if any, which the VENDEE

8/11/05

R.N. Sharma



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shall also be entitled to recover through Court of Law.

That the Stamp Duty on this deed amounting to Rs. 8,24,600.00 has been paid on Rs.82,46,000.00 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.43,58,600.00 and has, as term of contract of sale been borne by the VENDORS.

12/6/80

K.N. Sharma



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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

[Signature]

For Brajdhani Constructions

L.N. Sharma
Partner



428
हस्ताक्षर
महाराष्ट्र

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PRESENCE OF THE UNDERMENTIONED WITNESSES.

WITNESSES:

FIRST PARTY

(Signature)

1 *श्री पुरुषोत्तम दास अरोरा* (SHRI PURUSHOTTAM DAS ARORA)
स/० श्री पुरुषोत्तम दास अरोरा, लखनऊ

SECOND PARTY

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

L. N. Sharma
(LAXMI NARAIN SHARMA)

For and on behalf of Braj Dham Constructions





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DESCRIPTION OF LAND

Area being transferred only 1.178 hectares, out of Khata

No. 61, Khasra No. 124/2, total measuring 1.603 hectares,

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For and on behalf of the Government



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D. N. Sharma



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out of which 0.425 hectares has been transferred to
MVDA vide Exchange Deed dated 24-03-2003 and
registered in Bahi No.1, Zild No. 793/Addl. 345, page

M. Arora

L. N. Sharma

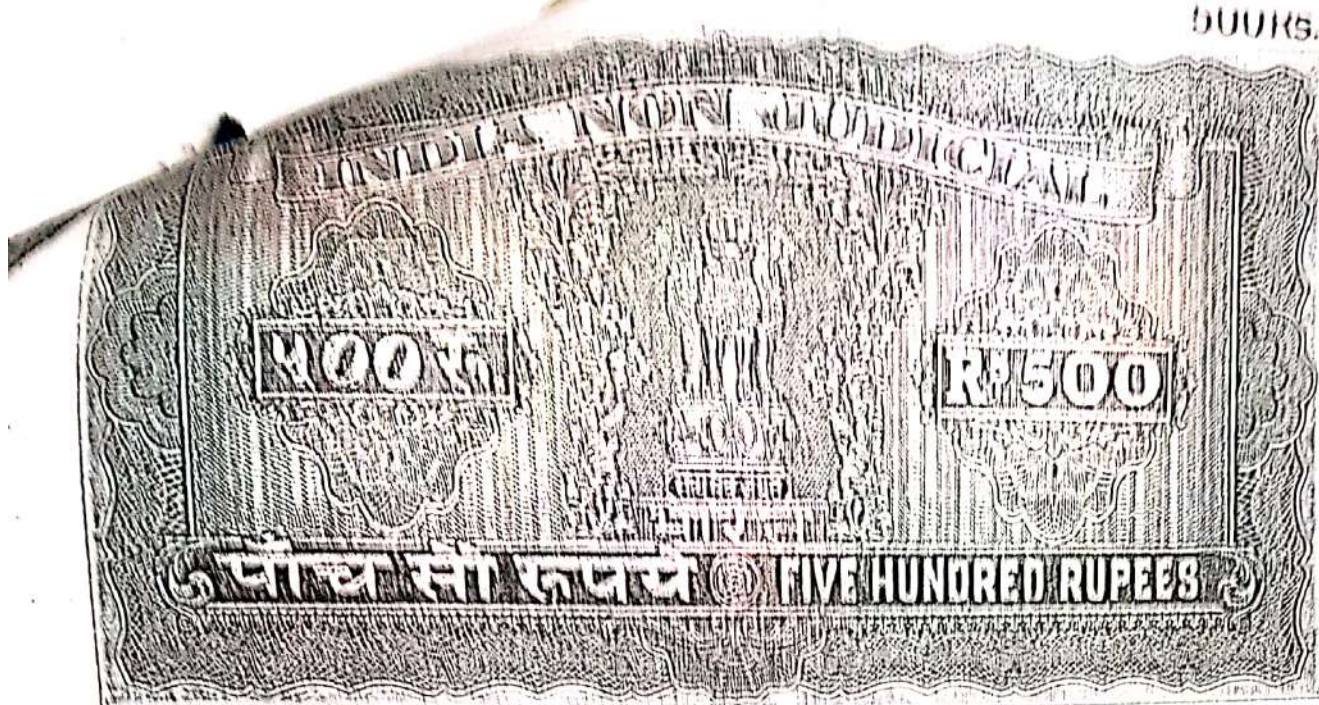


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No.139-186/193-216 at serial No. 1618/1619 situated
at Mauza Rajpur Bangar, Vrindavan, Mathura, bounded
as under:-

M. A. S.

L. N. Sharma



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NORTH : Land of Khasra No.124/3.

SOUTH : Land of Khasra No. 124/1.

M. G. G. G.

L. N. Samy

100Rs.



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EAST : Land of Khasra No. 130, 131, 125 & 126.

WEST : Railway land In Khasra No 81.

M. A. S.

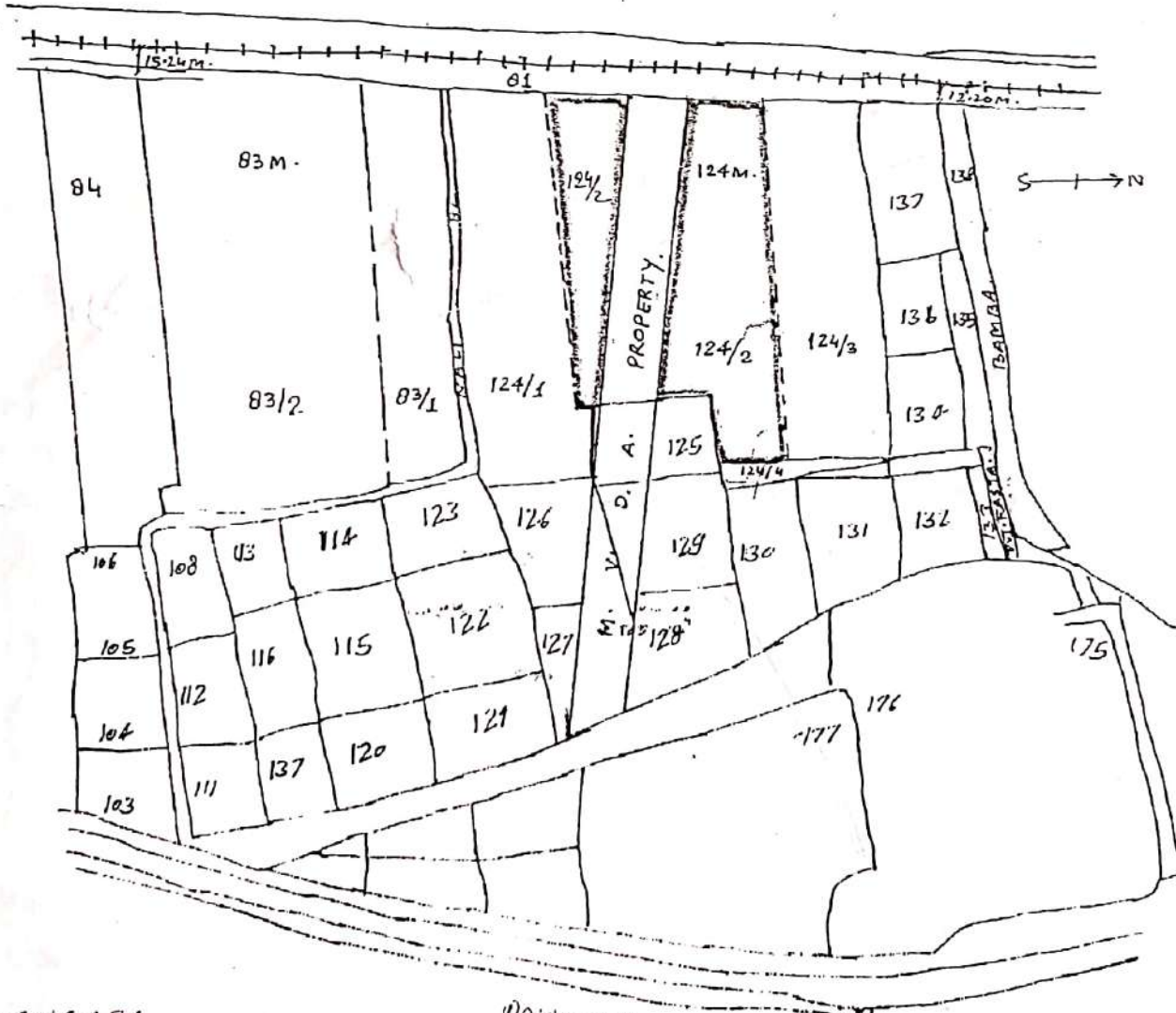
L. N. Sharma

APPENDIX-1

THE PROPERTY ON KHATA NO. 61 IN KH. NO. 124/2 AT
 RAJPUR BANGAR VRINDAVAN DISTT. MATHURA.
 SRI PURUSHOTTAM DAS ARORA S/O LATE SRI BADRI DAS 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: KH. No 124/2 = 1.603 HECT - ROAD AREA = 0.425 HECT,
 NET AREA SOLD TO THIS DEED = 1.178 HECTRES.

PROPERTY SHOWN WITH RED COLOUR.
 RASTA SHOWN WITH GREEN COLOUR



WITNESS:

PARTIES

(M/S)

Deed By

FIRST PARTY: PURUSHOTTAM DAS ARORA

Arora

SECOND PARTY: M/S BRAJ DHAM CONSTRUCTIONS
 For and on behalf of M/S BRAJ DHAM CONSTRUCTIONS

APPENDIX - 'II'

DETAILS OF KHASRA NUMBERS WHICH WERE ORIGINALLY PURCHASED BY SHRI PURSHOTTAM DAS ARORA MEMBER H.U.F.

KHASRA NO. Pre-consolidation		KHASRA NO. After-consolidation		PURCHASED FROM	REGISTRATION DETAILS
Old	Area	New	Area		
233M 175 176/2 221M 222M 234 224M	0.46 Acs. 0.49 Acs. 0.41 Acs. 0.40 Acs. 0.43 Acs. 0.39 Acs. 0.53 Acs.	- 83	6.87 Acs	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. 1111 regd. on 16-6-65.
177/2M 178M	0.32 Acs. 0.51 Acs.			-do-	Dt.15-8-65, Bahi No.1, Jild No. 661, pg. 136-137 Sl.No. 2094 regd. on 11-10-65.
236 249M	0.49 Acs. 0.65 Acs.			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 248M	0.58 Acs. 0.60 Acs.			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.
223M	0.50 Acs.			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.
232M	0.34 Acs.			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.

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

KHASRA NO. TOTAL AREA ALLOCATED

124/2 1.603 Hect.

CONTD....41

M. Arora

L. A. Sharma

**HISTORY OF KHASRA NUMBERS WHICH WERE ORIGINALALLY PURCHASED BY
LATE SHRI GAYA PRASAD ARORA MEMBER H.U.F. NOW ALLOCATED IN PART
TO AFORESAID VENDOR**

KHASRA NO. Pre-consolidation		KHASRA NO. After-consoli.		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.				
272	0.58 Acrs.			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 Acrs.				
274	0.41 Acrs.				
275	0.12 Acrs.				
253	0.21 Acrs.				
254	0.59 Acrs.			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.
255	0.50 Acrs.				
264	0.52 Acrs.				
269	0.70 Acrs.			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.
251	0.56 Acrs.				
				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 Acrs.				
270	0.58 Acrs.				
271	0.39 Acrs.			Sukha s/o Nand Kishore r/o -do-	Dt. 13-1-1965, Bahi No. 1 Jild No. 648, pg. 279-280, Sl No. 85, regd on 15-1-1965
252	0.97 Acrs.			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.

WITNESSES:

FIRST PARTY

2-3-2011
S/o Ar. Prasad Das Arora
Shubha

(SHRI PURUSHOTTAM DAS ARORA)

SECOND PARTY

2. Shubha K. Kapoor
D/o. Sh. G. P. Arora
D. 33, Anand Vihar, Delhi 110029

L. N. Sharma

(LAXMI NARAIN SHARMA)

For and on behalf of Braj Dham Constructions

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

Typed By :- (Rajkumar Singh)