

Consideration

Rs.9,50,00,000/-

2. Market Value

Rs.7,02,95,160/-

3. Stamp Duty

Rs.67,35,600/-

4. Avas Vikas Duty

Included

5. Total Stamp Duty paid

Rs.67,35,600/-

6. Particulars of the property

Mauza Kanswali Kothri, Pachwadoon, .

Distt. Dehradun

7. Circle rate

Rs.1700/- per sq.mtr less 10%,

8. Distance from main Road

8 K.mtrs. away from main chakrata road

9. Name and add. of Seller

Central Bank of India. a Banking Corporate constituted under the Banking Transfer Companies (Aquisition and Undertaking) Act 1970 having its Central office at Chandramukhi, Nariman Point, Mumbai and amongst others, Branch Office at Selaqui, Dehradun through Mrs. Geeta Kapoor wife of Shri Arun Kapoor, Assistant General Manager, as Authorized Officer.

10. Name & Add. Of Purchaser:

11. Number of Stamp Sheets

: 12

Burbesh Kinny

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**5.500** 

FIVE HUNDRED RUPEES

Rs. 500

पांच सो रूपये

ESSINDIA NON JUDICIAL,

उत्तरांचल UTTARANCHAL

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SALE DEED

This INDENTURE OF SALE is made on this the day of October, 2009 by Central Bank of India, a Banking Corporate constituted under the Banking Central Bank of India, a Banking Corporate constituted under the Banking Central Companies (Aquisition and Transfer of Undertaking: Act 1976 having its Central office at Chandramukhi, Nariman Point, Municipal and amongst others, Branch Office at Selaqui, Dehradun (hereinafter called the Vendor), which expression shall unless the context does so admit, include their executors, administrators

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1 5 OCT 2009

निर्मात विकास विकास विकास

TEN THOUSAND RUPEES

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Certificate No. 2009 2 30 Dated 22-10-09 In pursuance of the order of the Collector Dehra Dun No .6.62 \_\_\_\_\_\_dated 22-10.09 \_\_passed under Section 10-4 of the Stamp Ast. It is certified that an amount of R 60,00,000 = (Rupeey 5) x + 19 ----Lac (Only ) has been paid in cash as Stamp Duty in respect of this instrument in the State Bank of India/Treasury-Sub Treasury of ... D.DYN...by challan No.12.....dated 10.10.09

This certificate being issued in the name of Bhu beahk ymay shikshon Examillash--somstkan s NHovse, Rood Np. 13-13 Rojerdev-Nogov Potra

a copy of which is annexed herewith.

22.10.09

representatives successors and assigns, through Mrs. 1 tota Kapoor wife of Shri Ar n Kapoor, Assistant General Manager, as Authorized Officer of the ONE PART. ----IN FAVOUR OF ----

Bhupesh Kungar Shikshan Evam Vikas Sansthan, a registered society having its registered office at S.N House, Road No. 13-B Rajender Nagar, Patna through its Chairman Sh. Bhupesh Kumar S/o Sh. Shila National duly authorized by resolution (PATHO & BHPK 2580M)

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## UFTARAKHAND

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dated 02-09-09 passed by the executive members of the society, (hereinafter called the Vendest Which expression shall unless the context does so admit, include their executors administrators, representatives, successors and assigns of the SECOND PART;

AND WHEREAS the land bearing Khasra no. 1053, area 0.401 hectare, Khasra no. 1056, crea 0.445 hectare and Khasra no. 1057 area 0.308 hectare total 1.154 hectare, AND Khasra no. 1967, area 1.31 acre (0.531 hectare), Khasra no. 1968, area 1.05 acre (0.426 hectare) total area 2.111 hectare situated at mauza Kanswali Kothri, Pachwadoon, Distt. Dehradun was owned and possessed by All India Nilkanth Educational Society having its registered office at A-25/2, Shastri Marg, Street no. 5, East Maujpur, Delhi by virtue of registered deed of sale dated 17.12.02, which is duly registered in the office of Sub-Registrar at Vikas Nagar, Dehradun at Bahi no. 1 Jild 02 on Page 218 Add. F B No. 1 Jild.289 on Pages 207/224 at Sr. no. 4249 on 17.12.02.

AND WHEREAS All India Nilkanth Educational Society after having purchased the aforesaid land constructed building for purpose of running its school in the name of the Doon Dhruv Public School, and hostel campus and other utilities having total construction area 6528.678 Sq.mtrs. over the portion of aforesaid land.

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उत्तरिक्षाचार, देहरादून उत्तरिक्षिड (चिम्मिस्सिस्सि)

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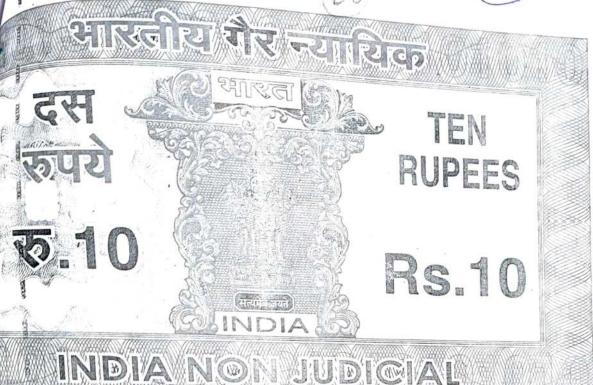
AND WHEREA Social India Nilkanth Educational Society hereinafter called the borrower, had availed a term loans from the Vendor and in order to secure the term loans together with the interest and other charges, had created an equitable mortgage of the aforesaid land and building with Central Bank of India, FRI Branch at Dehradun by deposit of original title deed dated 17.12.02, and also executed security documents in favour of the Central Bank of India, Selaqui, Dehradun.

AND WIFREAS the borrower did not repay the said term loans together with interest and other charges to the Central Bank of India, Selaqui, Dehradun, as per the schedule of repayment mentioned under the terms and conditions of the loan documents and the account was declared Non Performing Assets (NPA) as per the guidelines issued by the Reserve Bank of India, from time to time.

AND WHEREAS the Bank had accordingly started recovery proceedings under the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "the Act") and issued Demand Notice for recovery of dues along with interest up to the date of payment, on 20.03.08 as per provisions of Section 13(2) of the Act, whereby requiring the borrower to repay the amount due to the Bank within 60 days of the notice.

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UTTARAKHAND AND WILEREAS the borrower failed to make the payment of the amount due along with interest and could not discharge its liability within stipulated period, the Authorized Officer in plus dant to the powers conferred by the Act, issued Possession Notice (under Rule 8(1) of the Security Interest Enforcement Rules, 2002 July served upon the borrower and also served by way of affixing the notice at the secured assets at Kanswali Kothri, Pachwadoon, Distt. Dehradun on 29.08.08 over which the Doon Dhruv Public School was being run by All India Nilkanth Educational Society and the Authorized Officer took symbolic possession of the assets.

AND WHEREAS the Bank issued Possession Notice (Under Rule 8 (1) of the Security Interest Enforcement Rules 2002) dated 29.08.08 duly served upon the borrower and also served by way of affixing the notice at the secured assets as referred above, more fully shown and described in the schedule of this deed and took over the Physical Possession of the assets after completing procedures and formalities laid under the Act to take over the possession of immovable assets.

AND WHEREAS the bank issued sale notice (under Rule 8(6) of Security Interest (Enforcement) Rules, 2002) to the borrower and mandatory publication for physical possession and notice for sale of the property were published in two Newspaper i.e.

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Hindustan (Hindi) on 28.06.09 fixing date of auction on 31-07-09 at 11:00 A.M.The assets were auctioned by inviting open bids. The bid of Rs.9, 50, 00,000/-5(Rupees Nine Crore Fifty lacs only) for the property in schedule, was accepted and the Authorized Officer agreed to sell the assets to the Vendee on the following terms and conditions. The Vendor is desirous to sell the said property at this price and the Vendee has agreed to acquire the same for this amount as on "AS IS WHERE IS BASIS".

NOW THIS DEED WITNESSES AS UNDER

That the Vendor has received the total sale consideration of Rs.9,50,00.000/-(Rupees Nine Crore Fifty lacs Only) from the Vendee as full and final payment, the receipt whereof the Vendor hereby acknowledges and the payment has been made by the Vendee to the Vendor in the following manner:-

### Mode of Payment:-

- Rs.75,000/- vide DD No.818458 dated 25.05.09 UCO Bank a)
  - Rs.81,000/- vide DD No.818459 dated 25.05.09 UCO Bank b)
- Rs.99,000/- vide DD No.818460 dated 25.05.09 UCO Bank c)
  - Rs:99,000/- vide DD No.818461 dated 25.05.09 UCO Bank. d)
- Rs.99,000/- vide DD No.818463 dated 25.05.09 UCO Bank e)
- Rs.99,000/- vide DD No.818464 dated 25.05.09 UCO Bank f)



## दस अध्यादा के TEN RUPEES 5.10 RS.10 INDIANON-JUDICIAL

Rs:99,000/- vide DD No.818465 dated 25.05.09 UCO7Bank 715765 R\$199,000 vide DD No.818462 dated 25.05.09 UCO Bank Rs.9,50,000/- vide DD No.260556dt 02.07.09 CANARA Bank 1 5 OC# 2009 Rs.9,50,000/- vide DD No.260555dt 01.07.09 CANARA Bank Rs.9.50.000/- vide DD No.260533dt 17.06.09 CANARA Bank Rs.9,50,000/- vide DD No.260563dt 03.07.09 CANARA Bank Rs.9,50,000/- vide DD No.260566dt 06.07.09 CANARA Bank m) Rs.9,50,000/- vide DD No.260571dt 11.07.09 CANARA Bank n) Rs.9.50.000/- vide DD No.260573dt 14.07.09 CANARA Bank o) Rs.9,50,000/- vide DD No.260579dt 21.07.09 CANARA Bank p) Rs.9,50,000/- vide DD No.260580dt 21.07.09 CANARA Bank q) Rs.9,50,000/- vide DD No.260583dt 22.07.09 CANARA Bank r) Rs.5,00,000/- vide DD No.260539dt 20.06.09 CANARA Bank s) Rs.5,00,000/- vide DD No.260585dt 24.07.09 CANARA Bank t)

u) Rs.9,00,000/- vide DD No.260593dt 29.07.09 CANARA Bank v) Rs.8,00,000/- vide DD No.260594dt 29.07.09 CANARA Bank

w) Rs.8,00,000/- vide DD No.36984dt 30.07.09 AXIS Bank

x) Rs.95,00,000/- vide DD No.223521dt 31.07.09 CBI Bank

y) Rs.5,00,000/- vide RTGS dt04.08.09 CBl Bank

z) Rs.7.12,50,000/- vide DDNo.646032 dt.21.10.09 PNB Bank

The receipt of total sum of Rs.9,50,00,000/- the vendor here by acknowledges before sub-registrar Vikas Nagar.

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2. 1 5 AND THE Vendor further do hereby sell and transfer all the rights, title and interest whatsoever in the nature there may be on the property mentioned in the schedule in favour of the "Vendee"

3. The Vendee shall be bound by the terms and conditions contained in original sale deed subject to following, hereinafter mentioned to which "Vendee" has agreed:-

That the Vendee shall be entitled to enjoy the said property

That on and from the date of execution of these presents, the Vendee shall become the owner of the property in schedule.

That the Vendor do hereby confirm that on and form the date of execution of these presents, the borrower shall have no right, title and interest in the said property and the Vendee acquires good marketable title over the said property to which the borrower had prior to possession.

That the Vendor is executing this sale deed in exercise of its powers under the terms of the conformation of sale certificate dated 08.08.09 and in exercise of its power under The Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act. 2002 as rightful owner without intervention in any manner by borrower/court.

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THE PERSON

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b)

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देहरादृन TARAKHAND

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200 at the Vendee hereby agrees to pay the outstanding dues of Dehradun Authorities, if any.

the statutory liabilities arising out of the property if any, shall be borne by the Vendee and the Bank shall not be held responsible for the same. 0

That the Vendor aforesaid has handed over the lawful, peaceful and vacant physical possession of the said property to the Vendee on the spot along with g) the original/certified copies of the sale deed.

That the Vendee is at liberty to get its name mutated in the records of concerned authority/ies against the said property for which the Vendor has h) got no objections.

In the event of dispute if any, legal jurisdiction shall be district court of i) Dehradun and Hon'ble High Court of Nainital. 250

That all the expenses i.e. Stamp Duty and Registration fee etc. of this Sale Deed have been paid by the Vendee. j) 3

The property is situated at Kanswali Kothri, Pachwadoon, Distt. Dehradun. k)皆 The circle rate of the land is Rs.1700/- per sq.mtr less 10%, the value of land The circle rate of area 2.111 hectare comes to Rs.3,22,98,300/-. The construction is more than 3 years old, the cost of construction is Rs.6000/- per sq.mtrs. and the value of the value o

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## सारवीय मेर न्यायिक त्स विशेष मारविक TEN रूपये RUPES रूपये RS.10 INIDIA NON JUDICIAL

उत्तराखण्ड UTTARAKHAND 1 5 001 2009 O7AA 715768

the property being 3 yrs. old comes to Rs.3,79,96,860/- total value of land and building comes to Rs.7,02,95,160/- upon which stamp duty @ 8% has been paid and on remaining amount a sum of Rs.2,47,04,000/- has been paid @ 4.5%.

## SCHEDULE OF THE PROPERTY

Khasra no. 1053, area 0.401 hectare, Khasra no. 1056, area 0.445 hectare and Khasra no. 1057 area 0.308 hectare and Khasra no. 1967, area 1.31 acre (0.531 hectare). Khasra no. 1968, area 1.05 acre (0.426 hectare) total area 2.111 hectare situated at mauza Kanswali Kothri, Pachwadoon. Distt. Dehradun, having covered area 6528.678 Sq.mtrs. consisting of school building, hostal campus, guard room etg.

IN Witness whereof, this Transfer Deed Cum Sale Deed has been executed

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on thousay, month and year by the parties herein before mentioned in the presence of the following witnesses.

Left Hand-Finger prints of the Vendor-

Thumb

Index

Middle

Ring

NJUDICIAL

Little finger











Right Hand Finger prints of the Vendor-Index

Thumb

Middle

Ring

Little finger





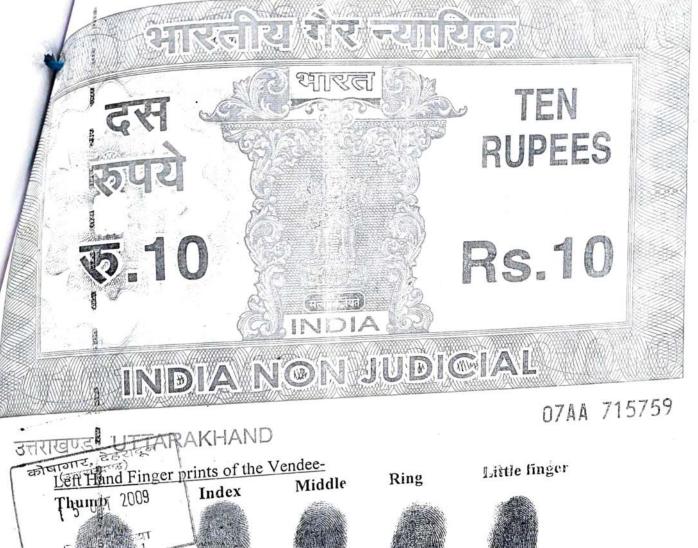


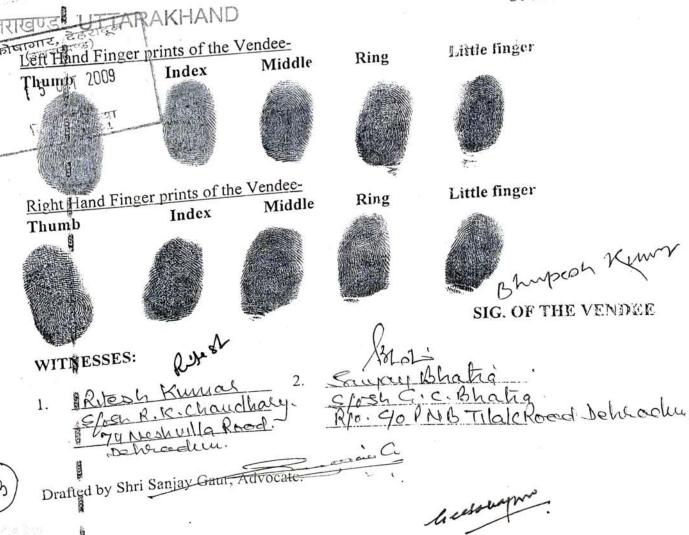






OF THE VENDOR





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र. हो. का बुक न रे. निकारि 3% पुरु 257 रं म. 291) पा आक दिनांक पार्दिक हैं एजिस्ट्री की गई। उप निरम्ब जिलासनसर. बेसपम्

97. 30 131/9-10 97. 3017. 4.10 अमाणव किया जाता है कि -निया । व्या । व V1111

धपर जिला धिकारी । वित्त एवं सार।



SITE PLAN OF PROPERTY SITUATED AT MAUZA LANSWALL KOTHRI PARGANA PACHWA DOON. D. DUN. SOLD BY! A.O. CENTRAL BANK OF INDIA D. DUN.

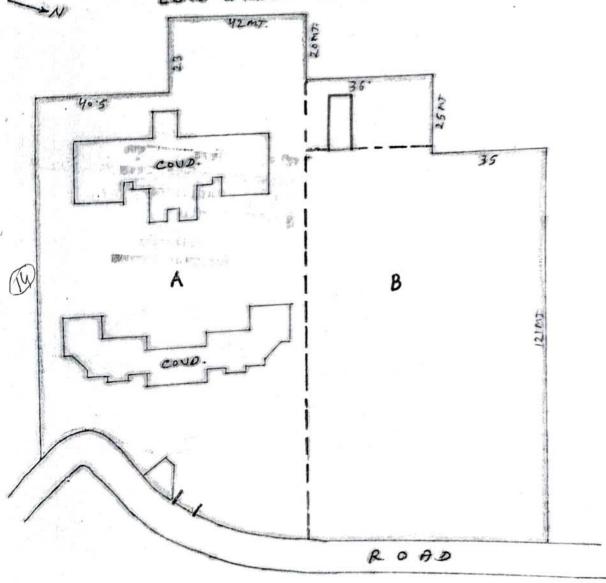
SOLD TO ! SHIKSHAN EVAM VIKAS SANSTHAN THROUGH CHAIRMAN SH. BHUPESH KUMAR

SOLD AREA SHOWN RED []

KH. NO. 1053, 1056. 1057 ARE A - WOTH - 445H - 300H

KH. No 1967 AREA 1.34ACK+N1968 AREA 1.05AC.

COND AREA : 6528-678 SOMTS.



SIG. OF SELLER

(18)

Bright Know PURCHASER