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The document has been registered as deed no 3728 in Book No. 1 , Volume No. 59 on pages from 302 to 315 and has been preserved in total 14 pages in 522 No. 10 / Year 2010.

विद्यार Token No.: 4516/2010 Date: 19/02/2010

Ajay Krishna Mishra) Registering Officer, Patna

ABSOLUTE SALE-DEED

This Deed of the Sale is made on this Friday

19, February, Two thousand and Ten.

Serial No: 4416 **Deed No:** 3720 **Token No** : 4516 of 2010 Name of Party Index Middle Ring Type & Status Photo Thumb of Party In Favour of Deepak Yadav Signature of Party Presented by Anana Sinta (Self & Agent) Self shok Sinfia 19/2/10 Signature of Party Anand Sinha (Self & Agent) Executed by Signature of Party Vimla Sinha (Princ.) **Executed by** Signature of Party Col. Anup Sinha (Princ.) Executed by

Identifier

Signature of Party
Supriya Ranjari Saha

Signature of Party

Between

- Colonel Arun Prasad Sinha, aged about 75 years, by religion Hindu and by occupation Housewife, resident of 51, Patliputra colony, Patna-13 through Power of Attorney Holder **Sri Anand Sinha**, Son of Late Lt. Colonel Arun Prasad Sinha, Aged about 50 years, resident of 4, Chowringhee Square, Kolkata-700001, duly appointed and nominated through registered deed no. 00459 for the year 2010, Book No. IV, CD Volume-1 page from 5150 to 5161 of Power of Attorney dated 28 January, 2010 executed at Kolkata attached herewith.
- 2. **Colonel Anup Sinha**, aged about 53 years Son of Late Lt. Colonel Arun Prasad Sinha, by religion Hindu by occupation Govt. Service resident of 51, Patliputra Colony, Patna-13. Through Power of Attorney Holder **Sri Anand Sinha**, aged about 50 years, son of Late Lt. Colonel Arun Prasad Sinha, resident of 4, Chowringhee Square, Kolkata-700001, duly appointed and nominated through registered deed of Power of Attorney no. 00458 for the year 2010 Book No. IV, CD Volume 1, Page 5138 to 5149 dated 28 January, 2010 executed at Kolkata attached herewith.
- 3. **Sri Ashok Sinha**, aged about 49 years, Son of Lt. Colonel Arun Prasad Sinha, by religion Hindu, by occupation Service, resident of 51, Patliputra Colony, Patna-13 presently resident of 3083, Sobha Jasmine, Salipur, outer Ring Road, Bellanbur, Bangalore-560103.

Sri Anand Sinha, aged about 50 years, Son Colonel Arun Prasad Sinha by religion Hindu, by Deput John

19/2/10 dalisha

occupation - Service, resident of 51, Patliputra Colony, Patna-13 and presently residing at Minto Park Syndicate, Flat No. 12B, 13, D.L. Khan Road, Kolkata-700017.

(hereinafter jointly referred to and called as Vendors) of the First Part.

AND

Sri Deepak Yadav, Son of Sri Jaswant Singh Yadav, aged about 32 years, resident of House No. 1311, Sector-14, Faridabad, Haryana, Director and owner of M/s COSMOS HOSPITALITY & ESTATES PVT. LTD., Registered Office - 202, Thapar Arcade, 47, Kalu Sarai, Hauz Khas, New Delhi-16, (hereinafter referred to and called as purchaser/vendee) of the Second Part.

AND

WHEREAS, Late Lt. Colonel Arun Prasad Sinha was owner of Plot No. 51, Patliputra Colony, Patna-13 now P.S. Patliputra (Old P.S. Digha), Mouza - Mainpura Pergana Phulwari, District - Patna, measuring 140 Ft. 2 inches on Eastern and Western Side and 110 ft. 11 inches on Southern and Northern sides covering an area of 11 Katha, 6 Dhur, 5 Dhurki alongwith one Double storied pucca house including all fittings, fixtures and accessories, standing over this plot, constructed area being 2700 sq.ft.

AND

WHEREAS Late Colonel Arun Prasad Sinha has acquired the aforesaid property and house from his sister and sinha through registered Sale Deed

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executed on 7th December, 1972, registered at Patna vide Registration No. 13348 dated 8.12.1972, Volume No. 69 for the year 1973, page 215 to 221.

AND

WHEREAS, the said Uma Sinha had purchased the said Plot No. 51, Patliputra Colony, Patna-13 including the said House from the Patliputra Cooperative House Construction Society Ltd., Patna-13 by the registered sale deeds vide no. 11724 and 11725 dated 11.10.72, registered through Sub-Registrar Office, Patna.

AND

WHEREAS, the said colonel Arun Prasad Sinha has died on 1 September, 2004, leaving behind his wife, the vendor-1 and his three sons namely - Vendors 2, 3 and 4.

AND

WHEREAS, the vendors, the 1st Parties to this Deed, are the only legal heirs of Late Lt. Colonel Arun Prasad Sinha and have inherited the above said properties of Late Lt. Colonel Arun Prasad Sinha.

AND

WHEREAS, the Vendors - 1st parties are now joint owners of the said plot No. 51, Patliputra Colony, Patna alongwith the House built and standing over it, the details of the properties mentioned in **Schedule-**

AND

of the Deed.

WHEREAS, the purchaser- 2nd Party of the

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Deed, contacted the vendors/1st Parties of the Deed and expressed his desire to purchase the said property - plot no. 51, Patliputra Colony, Patna-13 alongwith the house, standing over it, the details mentioned at the **Schedule-A**, which the vendors acquired by inheritance for consideration amount of Rs. 1,75,00,000.00 (Rupees One crore seventy five lakh only) on the assurance made by the vendors that there is no liability in regard to the said properties.

AND

WHEREAS, the vendors have agreed to indemnify the purchaser against any liability whatsoever remains unpaid before the execution of the sale deed in regard to the said properties, mentioned in the **Schedule-A**, such as Water, Municipality, House Tax any statutory dues, Govt. Liability, electric bill, dues to the co-operative society or land rent or any other dues or liability or loan of any kind or nature against the said properties. Any contingent or legal/litigation liability is also on part of vendor.

AND

WHEREAS, the vendors agreed to sale the said properties to the purchaser, the 2nd party for the consideration amount of Rs. 1,75,00,000.90 (Rupees One crore seventy five lakh only) and to participate in registration process after the full consideration amount is paid.

AND

WHEREAS, the vendors have received the total consideration amount of Rs.1,75,00,000.00

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(Rupees One crore seventy five lakh only) from the purchaser, as agreed, through three Bank draft, dated 23.01.2010, each valued of Rs. 55,00000/-(Rupees Fifty five lakhs) only and one Bank Draft of Rs. 10,00,000/- (Rupees Ten lakhs) only dated 23.01.2010, the details being given in the memo of consideration at **Schedule-B**.

AND

WHEREAS, all the said Banks Drafts of 1,75,00,000.00 (Rupees One crore seventy five lakh only) in total have been received encashed and utilised by the Vendors.

AND

WHEREAS, Vendor No. 1 is an old lady and vendor no. 2 is army personnel posted at remote border area and both are unable to participate in registration processes and hence they have executed deed of Power of Attorney separately and individually in favour of vendor no. 4 to execute Sale Deed vide Power of Attorney, Registered through Deed No. 00459 and 00458 dated 28.01.2010 respectively executed at Kolkata to participate in registration processes on their behalf in favour of the purchaser. The said registered deeds of Power of Attorney are being annexed herewith.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the full payment of Rs. 1,75,00,000.00 (Rupees One crore seventy five lakh only) has been made as on date by the purchaser to the vendors. The receipts of which the lendors hereby acknowledges, and in

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of vimla sin ha and
fray sinha | | |

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pursuance of the aforesaid agreement, the vendors undertake and declare that they are absolute owners and hereby transfers to the purchaser by way of sale the plot no. 51, Patliputra Colony, Patna-13 measuring 140 ft. 2 inches x 110 ft. 11 inches (that is 11 Katha, 6 dhurs, 5 dhurki) and the Double Storied pucca built house, alongwith all accessories, fittings & fixtures standing and constructed over 2700 sq.ft. over the said plot no. 51, more particularly described in the Schedule A here to with its boundaries and location and all the right, title and interest, property, claim whatsoever of the vendors into or upon the said premises hereby conveyed unto the purchaser, his heirs, executant and assigns absolutely and for ever as ordinary pass on such sale.

- 2. That the vendors have agreed to deliver to the purchaser the vacant peaceful possession of the said plot and house immediately upon the execution of the sale deed.
- 3. That the vendors have assured to evict tenant, if there is, any one or more, at their own cost from the said house and plot prior to the delivery of possession to the purchaser.
- 4. That the said premises shall be quietly entered into and upon and held and enjoyed and the rents and profits shall be received therefrom by the purchaser without any interruption by any body whatsoever.

vendors have assured that the said plot and

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house are free from all encumbrances, dues, liabilities or claim or demand of any kind of nature.

- 6. That vendors have agreed to indemnify the purchaser individually or jointly for any fault of his assurances disclosures, undertakings or any liabilities, dues, claim or demand remaining due prior to the date of execution sale deed against the said properties.
- 7. The vendors do hereby covenant and declare for themselves, their heirs, executors and representatives and assign that they now have good right to convey the said premises, plot and house, hereby conveyed to the purchaser, his heirs, executants, administrators, representatives and assign in manner aforesaid.
- 8. It is hereby further declared by the vendors that the said premises, plot and house hereby transferred, are free from all encumbrances, charges, claims or demands or intendent and the vendors have not done any thing whereby the properties may be subject to any attachment or lien of any court or person whatsoever.

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SCHEDULE - A

Details of Property

- (i) Double Storied pucca built house constructed over 2700 sq.ft. each floor over the Plot No. 51 alongwith all fittings, fixtures and accessories of Patliputra Co-operative House Construction Society Ltd., Patna-13, in Mohalla Patliputra Colony, P.S. & P.O. Patliputra, Distt. Patna.
- (ii) Plot No. 51, Patliputra Colony (including house and vacant land).

Location

Mohalla - Patliputra Colony (Exclusive of Pani Tanki to Raj Chikitsa and Patliputra Golamber to Rajeev Nagar both side Road) Mauza Mainpura Pargana & Survey Thana Phulwari, Thana No. 2, Police Station - Digha at present P.S. - Paliputra , Distt. - Patna within the limit of Patna Municipal Corporation in Ward No. 14 and Sadar Registration Office, Patna.

Measurement and Area

On Eastern and Western side - 140 feet 2 inches.

On Southern and Northern side- 110 feet 11 inches.

Total Area - 11 Katha 6 dhur and 5 dhurkis.

(35.345 Dec.)

Boundaries

North - House of Sri C.B. Tiwari (Plot No. 52)

South - 40 feet wide Branch Road.

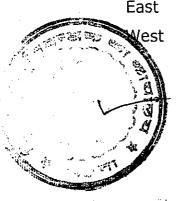
East - 30 feet wide Branch Road.

- House of Justice Sri P.K. Banerjee.

(Plot No. 54).

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Government Value of the said property is hereunder :-

1. Land value of 35.345 dec. - Rs. 1,26,35,000/-

2. Construction Value of 2700×2 = 5400 Sq.ft. Rs. 54,00,000/-

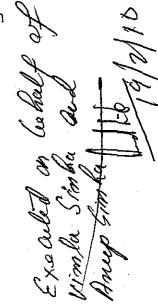
3. Depreciation 35% on the basis of old construction as per registered deed no. 13348 for the year 1972 Registered at Patna

Rs. 18,90,000/-

4. Net Value of Construction - Rs. 35,10,000/-

5. Total Value of land with construction Rs. 1,61,45,000/-

Note: Stamp duty and other fees being paid on consideration value of Rs. 1,75,00,000/-





Schedule - B

Details of Payment (Memo of Consideration)

Total amount received by (Rs. 1,75,00,000/-)
the vendors from the purchaser (Rupees One crore seventy five lakhs only)

Mode of Payment made :-

- (a) Rs. 55,00,000/- (Rupees Fifty five lakhs only) vide Bank Draft drawn on Punjab National Bank, Bagha, West Champaran, Bihar in favour of Anup Sinha vide draft no. 643981 dated 23.01.2010.
- (b) Rs. 55,00,000/- (Rupees Fifty five lakhs only) vide Bank Draft No. 643980 dated 23.01.2010 drawn on Punjan National Bank, Bagha, West Champaran in favour of Ashok Sinha.
- (c) Rs. 55,00,000/- (Rupees Fifty five lakhs only) vide Bank Draft No. 643979 dated 3.01.2019drawn on Punjab National Bank, Bagha West Champaran, Bihar in favour of Anand Sinha.
- (d) Rs. 10,00,000/- (Rupees Ten lakhs only)
 vide Bank Draft No. 643982 dated
 23.01.2010 drawn on Punjan National Bank,
 Bagha, West Champaran, Bihar in favour of

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Endorsement of Certificate of Admissibility

Admissible under Rule 5: duly stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. 23. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Addl. Stamp duty paid under Municipal Act					Rs Rs			Amt. paid by N.J. Stamp Paper - Amt. paid through Bank Challan -				Rs. 5000 Rs. 1746804				
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	Date :														Patna	

Endorsement under section 52

Presented for registration at Registration Office it at a confidence of Pullay, 19th February 2010 by Anand Sinha (Self & Agent) S/O S/O Late Col. A. Pd. Sinha by profession Offices. Status - Executant

Signature / L.T.I. of Presentant Dates 19/92/2011

Registering Officer Patna

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Supriya Ranjan Saha age Sex M son/daughter of S/O R. N. Saha resident of 8/B,Umakanta Seo Lane,Kolkata.) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Date: 19/02/2010

Registering Officer Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book No. 1 Volume No. 59 on page no. 302 - 315 for the year 2010 and stored in CD Volume No.CD-10 year 2010. The document no. is printed on the front Page of the document.

Date:

19/02/2010

Token No. 4516

Year - 2010 Sl.No.

Registering Officer

Patna

Deed No.

3720

NIC-Bihar

IN WITNESS WHEREOF the parties hereto have signed this deed on the Friday day of 19 February, the year 2010.

Witnesses

1. C.R. Salig Som of R.N. Calif 8/B, U.K. Sen cane, cal - 30 19/2/10

Sd/- Vendors

1. For Vimla Sinha

For Amup Sinha

19/2/10

2. A. K. Sint Late Jai Nan Jan Rd. Bast Lo Laufor Hadinet

PATNA-800003

19-2-2010

CHANDER RANT SI. SUDESH KUMOS 12417 DOSWA (HSP) B. 12417 DOSWA (HSP) B. 4. Apand Sinha

Ashok Sinha

AY2951855 N

4. Arzın Krimas Slo Late R. K. Maldahiyar Sineshwar Niwas, Kanti vorma Path W. Patelnagar, Patna-23.

19-2-2010

Sdy Purchaser \

Deepak Yadav

Director and Owner of COSMOS Hospitality & Estates Pvt. Ltd. New Delhi-16.
202, Thapar Arcade, 47 Kalu Sarai, Hauz Khas New Delhi-16





Typed by:

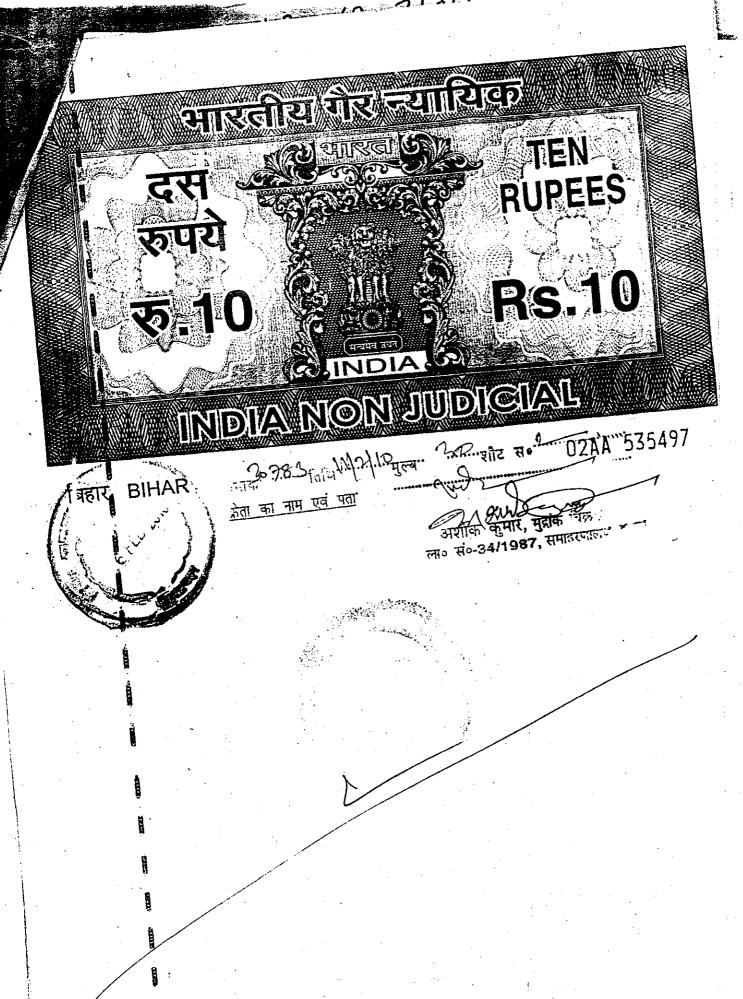
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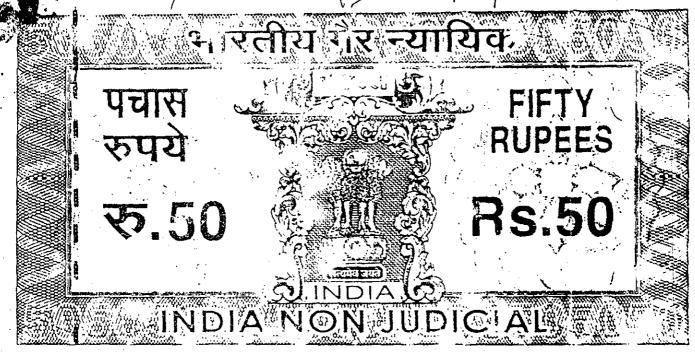
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GENERAL POWER OF ATTORNEY

Ani Registrar

2 8 JAN 2010

buyer

suitable

SMT.VIMLA SINHA, wife of Late LT.Colonel Arun Prasad Sinha, aged about 75 years, by religion: Hindu, by Occupation: Housewife of 51, Patliputra Colony, Patna - 13 and also of flat no.12B, 13, D.L.Khan Road, Kolkata-700017. That I the cosharer in respect of Plot No.51, in the Patliputra Colony along with my sons are the co-sharer of the property at Patna and as such it is halways possible for me to look after the said property and I, along with the other co-sharer, have decided to sale out the said property

looking

for

Vinla Sinha