

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

INDIA

बिहार BIHAR

Serial No. 2390

Deed No. 2228

Govt. of Bihar
 District Registry Office, Patna
 Summary of Endorsement

This document was presented for registration on 11/02/2016 by Jai Bahadur Singh (Self Agent)
 A Stamp Duty of Rs. 1672000/- and other Fees of Rs. 41700/- has been paid in it.

The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the Executants and their Identifier, who have admitted execution before me, are affixed on the reverse page.

The document has been registered as Deed No. 2228 in Book No. 1, Volume No. 52 on pages from 404 to 431 and has been preserved in total 28 pages in C.D. No. 7 / Year 2016

Date: 11/02/2016

Token No: 2507/2016

Signature with Date
 (Prashant Kumar)
 Registering Officer, Patna

AGREEMENT FOR SALE & DEVELOPMENT

This Agreement is made and entered at Patna on this 11th
 Day of Month February, year 2016 (Two thousand sixteen)

1. NAME AND ADDRESS OF THE PROPOSED VENDOR :-

(a) Mrs. Saraswati Singh W/o Shree Bijai Bahadur Singh (b)

Mrs. Shiela D/o Shree Bijai Bahadur Singh (c) Ms. Sudha

For Replica Estates (P) Ltd

Prashant Kumar Singh
 11/2/2016
 Director

Singh D/o Shree Bijai Bahadur Singh, all resident of Ramnayan Kunj , Jagriti Nagar, Magistrate Colony Path, P.S. – Rajeev Nagar, Patna- 800014 and now residing at 18 , Coates Lane, Indiana Pennsylvania, 15701, U.S.A., all above named persons through their constituted attorney **Shree Jai Bahadur Singh , S/o Late Rama Singh**, resident of Ram Nayan Kunj , Jagriti Nagar, P.S. Rajeev Nagar, District –Patna- 800014 (Bihar) AND (d) **Shree Jai Bahadur Singh , S/o Late Rama Singh**, resident of Ramnayan Kunj Jagriti Nagar, P.S. Rajeev Nagar, Patna – 800014 Bihar, as attorney and as self hereinafter referred to as the “**Vendors/First Party**” which expression unless it be repugnant to the context or meaning thereof shall mean and include its representatives, administrators, executors , successors and assigns of the “**Vendors/First Party**”.

2. **NAME AND ADDRESS OF THE PROPOSED VENDEE**

/DEVELOPER :--

M/S REPLICA ESTATES (P) LTD. , a company incorporated under the companies Act, 1956 and having its registered Office at Shill Villa, 67, Kavi Raman path, Nageshwar Colony, Patna- 800001 and Branch Office at Ground floor, Triambak Apartment, Baxi Compound, P.O. & P.S. – Bariatu, Ranchi (Jharkhand) hereinafter referred to as the BUILDER through one of its Director Shri Ashok kumar Sinha, S/o son of Late K.P.Sinha, Permanent Resident of IAS Colony, P.O. – Danapur Cantt., District- Patna (Bihar) PIN – 801 503

For Replica Estates (P) Ltd.

[Signature]
11/02/2016
Director

[Signature]
11.02.2016

by Nationality – Indian hereinafter referred to as the "Vendee/Developer Second Party" which expression unless it be repugnant to the context or meaning thereof shall mean and include its representatives, administrators, executors, successors and assigns of "Vendee/Developer/Second Party"

3. NATURE OF THE DOCUMENT :-

Deed of "Agreement for sale and Development" valid for a period of Two years (24 months) from the date of execution of this Deed, which may be extended for a period of 3 months in the event of any unforeseen circumstances.

The vendee will pay to vendor, the entire consideration amount of Rs.8.00 crore by 31.03.2018

4. TOTAL CONSIDERATION AMOUNT :-

Rs. 8,00,00,000/- (Rupees Eight Crore only) and One furnished 3 BHK Flat measuring 1350 sq.ft. (approx) of built-up area alongwith one separate car parking space on the ground floor and as demarcated in the Map Annexed as Schedule -A hereunder. It is clarified that the furnishings that has to be included as part of consideration, includes one Air conditioner, Fans and Light in two rooms and also Geysers in bath rooms of the flat of Standard Branded company not recycled and refurbished and would be apart from the specification that has been mentioned in Schedule -C to this Agreement. The aforesaid consideration amount that is to be paid is in lieu of transfer of right, title and interest in 63 Decimal of Land or 20 Kathas more or less of land @ Rs. 40,00,000/- (Rupees Forty Lakhs only) per Katha

For Replica Estates (P) Ltd.

[Signature]
11/2/2016

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11.02.2016

besides the one furnished 3 BHK Flat admeasuring 1350 sq.ft.(approx) of built up area with the fittings and furnishings as detailed in Schedule "C" to this Agreement of Sale & Development.

5. DESCRIPTION OF LAND UNDER THIS AGREEMENT FOR SALE

All the piece and parcel of landed property, Rayati, Nagdi, Kayami with right title, Interest and possession, measuring 20 Kathas equivalent to 63.00 decimals more or less situated at Mauza- Khajpura, Thana No.11, part of Cadastral Survey Plot No.499, Khata No.20 within the limit of Patna Municipal Corporation, Patna (Bihar) and having jurisdiction of Sadar Registry Office, Patna (Bihar) *Presently known as*

Ashokapur Colony S.No. 36 Zone 3, P.S. Rajiv Nagar Dist. Patna. And the

BOUNDARY OF THE PROPERTY :- *Cost of proposed flat to Rs. 35.00 Lakh only.*

North : 60' ft wide Road

South : Part of same plot No.

East : Sagar Apartment and other Buildings

West:- Ram Nayan Kunj and others buildings

RECITAL

Whereas Vendors Mrs. Saraswati Singh, W/o Shree Bijai Bahadur Singh had purchased an area of 15 ½ Decimals of land in Mauza- Khajpura, Thana No.11, Khata no. 20, Khesra No. 499 and 16 ½ Decimals of land in Mauza Khajpura, Thana No.11, Khata No. 20, Khesra No. 499 by registered Deed of sale being 2783 dated 21.04.1980 and 56 dated 03.01.1989 respectively from Laxmi Singh son of Late Nathuni Singh – who was a Khatiyani and from

For Replica Estates (P) Ltd.

Director

11.02.2016

Jagriti Sahkari Grih Nirman Samiti, Boring Road respectively, Jagriti Sahkari Grih Nirman Samiti, Boring Road had in turn purchased it from one Bibi Fahiman W/o Mahamad Ismail.

And whereas Vendor Mrs. Shiela Singh, D/o Shree Bijai Bahadur Singh had purchased an area of 8 Decimals of land in Mauza – Khajpura, Thana No.11, Khata No. 20, Khesra No. 499 by Registered Deed of Sale being 2764 dated 21.04.1980 from Shyam Narayan Singh son of Nathuni – who was a Khatiyani Raiyat.

And whereas Vendor Ms. Sudha Singh, D/o Shree Bijai Bahadur Singh had purchased an area of 8 decimals of land in Mauza- Khajpura, Thana No.11, Khata No.20, Khesra No. 499 by Registered deed of Sale being 2765 dated 21.04.1980 from Jugeshwar Singh son of Nathuni – who was a Khatiyani Raiyat.

And whereas Vendor Shree Jai Bahadur Singh, S/o Late Rama Singh had purchased an area of 15 decimals of land in Mauza – Khajpura, Thana No.11, Khata No.20, Khesra No. 499 by registered Deed of Sale being 55 dated 03.01.1989 from Jagriti Sahkari Grih Nirman Samiti, Boring Road which in turn purchased it from one Bibi Fahiman W/o Mohamad Ismail.

And whereas the Vendor – First Parties have represented that they are now collectively and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land and have and possess absolute right, title and interest to sell and create encumbrance or charge on the said property more precisely described in the Column 5 to this Deed.

And whereas the Vendors have decided to sell the property fully described in Column No. 5 of this deed and with this in view, the Vendors expressed their desire to transfer the land to the prospective purchaser / Developer and knowing this, the Vendee

For Replica Estates (P) Ltd.

[Signature]
11/2/2016
Director

[Signature]
11-02-2016

/Developer approached and had shown its interest to purchase the said property and the subject matter of sale.

And whereas the Vendor – First Parties have agreed to sell the said land measuring 63 Decimals more or less to the Vendee-Second Party at the price and on the terms and conditions hereinafter mentioned.

NOW THIS DEED WITNESSETH AS FOLLOWS :-

1. That the Vendor has agreed to sell and Vendee / Purchaser has agreed to purchase the property fully described in Column No.5 of this Deed for a total sum Rs. 8,00,00,000/- (Rupees Eight Crore only) @ Rs. 40,00,000/- (Rupees Forty lakhs only) per Katha and One furnished 3 BHK flat with measuring 1350 sq.ft. (approx) of built up area along with One separate car parking space on the ground floor and is demarcated in the Map annexed as Schedule –A. It is clarified that the furnishings that has to be included as part of consideration includes 1 no. Of Air conditioner, Fans and Lights in 2 rooms and also Geysers in bathrooms of Flat of Standard branded company not recycled and refurnished and would be apart from the specifications that has been mentioned in Schedule –C to this Agreement.
2. That the vendee/Developer has paid an advance of Rs. 10,00,000/- (Rupees Ten lakhs) only which is hereby acknowledged by the Vendor by putting his signature on this deed of agreement for sale and Development. And the rest of the consideration amount will be paid to the vendor in instalments and which amount shall also be acknowledged by the Vendor in writing.

For Replica Estates (P) Ltd.

Keshu Kumar Singh
11/2/2016
Director

[Signature]
11.02.2016

3. That the Vendor shall sell the aforementioned property to the Vendee/Developer as an absolute estate free from all encumbrances, attachments or other defects in title, assuring the Vendee /Developer a clear title of the said property, free from all doubts as hereunder contemplated.
4. That inspite of readiness of the vendee/Developer after full payment of the agreed amount of Rs. **8,00,00,000/- (Rupees Eight Crore only)** and handing over the possession of one 3 BHK Flat fully furnished with separate car parking space to get the sale deed executed , the Vendor fails to execute the sale deed, then in that case the vendee/Developer will be entitled to get the sale deed executed through due process of law.
5. That the **Vendor** shall affect peaceful possession of the Vendee /Developer over the land in question on the date of the execution of the present Agreement for Sale and development.
6. That in case the Vendee/Developer fails to get Registry in its favour within 27 months, of signing of the present Agreement of Sale in that case, at the option of the Vendors, the Vendors shall be entitled to terminate the said agreement or the **Vendors shall be entitled to realize Penal Interest on the balance consideration amount from the Vendee /Developer aforesaid @ 10% per annum from the date of the Instalment is due till the time of payment.** It is further agreed that the decision to terminate the agreement shall communicated by the Vendor in writing and failure or delay in doing the same would not amount to waiver of the right to terminate the agreement.

For Replica Estates (P) Ltd
[Signature]
 11/2/2016
 Director

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 11.02.2016

7. That the Vendor shall have absolute prerogative to retain the original of the title deeds of the property with themselves and they will hand over the relevant documents to vendee /Developer only on full and final payment of the amount of consideration as described in Column No. 4 to this Agreement of Sale aslongwith the Schedule -C to this Agreement of Sale. However Vendor agrees to permit the authorized persons of the Vendee/Developer to examine and scrutinize all the title deeds relating to the said property, in the presence of the Vendors. It is further agreed that photocopies of the document shall be made available to the Vendee/Developer and the vendee/Developer may inspect the original relevant document with the permission of the vendor wherever required. It is further agreed by the Vendor that as and when required, the original title deeds shall be produced before the State Authorities to facilitate grant of permissions for construction of structures over the property , or for grant of civic amenities or for any other purpose that shall facilitate construction of the structures over the property.
8. That it is agreed that the Vendee/ Developer must handover the One flat of 3 BHK selected by the Vendor, complete in all respects to the vendor, before the Vendor is called upon to handover the title documents in favour of the vendee.
9. That it is agreed between the parties that all applications submitted on behalf of or in the name of the Vendee/Developer shall be with full prior information and consent of the Vendor in writing.

For Replica Estates (P) Ltd.

[Signature]
11/2/2016
Director

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11.02.2016

10. That it is agreed between Vendor and Vendee/Developer all the expenses to get this Agreement registered with the Competent Authority as required under the law, cost of the Stamp Duty, registration fee, Advocates fees and all miscellaneous expenses that may be incurred for such purposes shall be paid by vendee.
11. That it is further agreed that all costs and expenses to be incurred in the paper work and otherwise, for getting the plans sanctioned and for making applications for other purposes like installation of water connection, electricity connection telephone connection, lifts and for all other similar purpose shall be entirely borne by the Vendee Developer.
12. That it agreed between the parties that Vendee shall handover One separate 3 BHK flat within the agreed period of 30 Months from the date of sanction of the Map Plan, by the Competent authority, of the proposed construction of the structures on the property as mentioned in column 5 to this agreement and upon failure to do the same the vendee undertake to pay an amount equivalent to the prevailing monthly rental value till the handing over the same.
13. That it is agreed that the One 3-BHK Flat along with a car parking space has to be handed over to the Vendor by the Vendee, as part of consideration as stated in Column No.4 to this Agreement of Sale and Development. The same is demarcated on the Map and is attached to this agreement as Schedule -A. It is agreed that apart from the aforesaid one flat and one car parking space of the vendor's choice, the rest of the flats in the said Block and other Blocks shall

For Replica Estates (P) Ltd.
[Signature]
 11/2/2016
 Director

[Signature]
 11.02.2016

be the VENDEE's/Developer properties and the Vendee/ Developer may proceed with the sale of his portion at his sweet will.

14. That it is agreed between the Vendor and Vendee /Developer that the Vendee alone is responsible for construction of structures under the sanctioned map and vendor has no role in the construction in any manner. The vendee alone shall be responsible for defects and irregularities in the construction of any building or structure under the sanctioned map passed by the competent authority. Vendee further agrees that they would not make any construction beyond the sanctioned map and would solely be responsible for any criminal and financial liabilities arising on account of any deviation from the sanctioned map and for any untoward incident in the nature of death, injury on account of defect in construction or defect in design leading to loss or damage to structure. An affidavit duly notarized shall be submitted by the vendee before the authority sanctioning the plan for construction and the Patna Municipal Corporation.

15. That it is agreed that the Vendee shall bear the entire cost of service tax and would also bear the cost of maintenance charges as against the one flat that the Vendee is liable to handover to the Vendor as part of the consideration amount. It is agreed by the Vendee that vendor shall not be liable to pay any charges, taxes, court fee or fixed maintenance cost etc. at any point of time that may be levelled by the State authorities or by the Vendee itself against the One 3 BHK

For Replica Estates (P) Ltd.
[Signature]
 11/2/2016
 Director

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 11.02.2016

flat that are to be handed over to the Vendor, except for the monthly maintenance cost after handing over of the flat.

16. That the vendor will allow the vendee/Developer to take up the construction of two blocks, one from the front (North) and one from Back (south side) of the land on payment of Rs. 2,00,00,000/- (Rupees Two crore) only and the Vendor shall do all formalities in order to get the map etc. sanctioned from competent authority before the beginning of construction and the vendor will allow the Vendee/Developer to proceed with the sale of flats demarcated as his share as per Annexure-A after the beginning of the construction.
17. That the Building shall have own Borewell and water supply line, lift of standard make like Otis/ Kone and silent Kirloskar Genset for power back up of at least 2500W to each flat.
18. That it has been agreed between the parties that the Vendor shall keep the Vendee indemnified and free from all losses, which may be suffered, incurred, undergone, and/ or sustained by the Vendee /Developer by reason of any deficiency or of any defect in the title of the said property.
19. That it is agreed that all disputes and differences that may arise between the parties hereto relating to or in connection with the matter of the present agreement or between the parties or their representative shall be made subject of arbitration as per the Indian Arbitration Act, 1996 as amended from time to time.
20. That all disputes shall be subject to the Jurisdiction of the Patna Civil Court alone located in Patna.

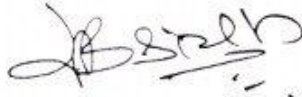
For Republic Estates (P) Ltd.
[Signature]
 11/2/2016
 Director

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 11.02.2016

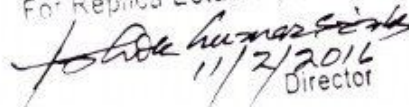
[Signature]

IN WITNESS WHEREOF, both the parties have subscribed their respective hands on these presents on this day 11th month February year 2016 at Patna in presence of the following witnesses :-

Signature of the Vendor


11.02.2016

Signature of the Vendee/Developer
PAN - AABCR1953M.

For Replica Estates (P) Ltd.

11/2/2016
Director

Witnesses :

1. Kallu Kumar
s/o Late Damodar Mahto
vill. - Talalpur,
P.S. Rupaspur, Dist - Patna.
2. Rajesh Kumar Sinha s/o Late Ardharaj Prasad
Nageshwar Colony Patna

Drafted by

Md. Arif Hussain

Dec. 11, 2015
Sd. Arif Hussain
C.N. 02/02

Typed by

Md. Arif Hussain

11/2/16



SPECIFICATION FOR CONSTRUCTION OF FLAT**EARTH QUAKE RESISTANT**

- | | | | |
|---------|---------------------------------|---|---|
| 1. | FOUNDATION | : | R.C.C. Foundations as per design of structural consultants. |
| 2. | STRUCTURE | : | R.C.C Frame Structure. |
| 3. | WALL | : | Wall shall be constructed with first Class Red brick. |
| 4. | PLASTER | : | In Cement mortar 1:6. |
| 5. | FLOORING | : | Vitrified Tiled Flooring in all living area of the flats |
| 6. | BALCONY & OPEN TERRACE FLOORING | : | Floor tiles (Anti Skid) |
| 7. | PARKING AREA FLOORING | : | Crazy flooring in parking lots. |
| 8. | WATER PROOFING | : | All roofs and toilets shall be treated with water proofing compound. |
| 9. | EXTERNAL WALL FINISH | : | All external walls shall be finished with Putty over two coat of weather shield paint over two coats of cement Primer. |
| 10. | INTERNAL WALL FINISH | : | All internal walls shall be finished plaster of paris on plastered surface and a coat of cement primer with two coats of oil bond distemper. |
| 11. | CHOWKHATS | : | Door frames (chowkhats) OF HARD wood of size 5" * 2-1/2". |
| 12. | ENTRANCE DOORS | : | Entrance Door shutters of 32 mm thick ISI mark flush door, painted with two coats synthetic enamel of specified colour over the coat of primer and putty. |
| 12. (I) | OTHER DOORS | : | 32 mm thick ISI mark flush door Shutters painted with synthetic primer enamel over a coat of primer and putty |

For Replica Estates (P) Ltd.

13. WINDOW

14. KITCHEN

15. BATHROOM

16. ELECTRICAL

17. T.V. CABLE

18. TELEPHONE

19. WATER SUPPLY

20. LIFT

21. ELECTRIC

22. POWER BACK-UP

Aluminium Window (Double shutter)

(A) Flooring : Floor tiles (Anti Skid)

(B) Working: Granite/Green platform Slab.

(c) Dado : Premium quality printed

glazed tiles 24" high.

(D) Sink : Stainless steel Sink.

(A) Flooring : Ceramic Floor tiles (Anti Skid)

(B) Walls : Ceramic Glazed tiles upto 7 ft in height.

(C) Sanitary : White glazed vitreous

Sanitary water of Classica /

Cera/ hindware/ johnson.

(D) Fittings : Chromium plated continental series of jaguar make of equivalent.

(E) Cistern: White Acrylic/ Fibre glass cistern.

(F) Piping : UPVC consealed pipeline

(A) All internal wiring in concealed conduits with.
ISI mark copper cable

(B) All Electrical modular switches and accessories of ISI Mark.

(C) Adequate lighting/sockets, outlets etc. Provided in each room.

One T.V. point provided in drawing room and one
In Master's Bed room.One Telephone plug provided in Drawing Room and
MASTER BEDROOM.Adequate water supply shall be provided by own
bore well and overhead water tank.

Otis/Kone Elevator in Apartment block.

Single phase connection to all the flats with a

Provision of seprate meter with 4 kva load for each uni

Providing 1500 watts emergency power back-up by sile
Gen. Set provided on ground Floor.

[Signature]
11.02.2016

Apex Real Estate (P) Ltd.
[Signature]

Endorsement of Certificate of Admissibility

under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Act, 1899, Schedule I or I-A, No. 05. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Rs. 1672000/-

Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper	Rs. 1000/-
Amt. paid through Bank Challan	Rs. 1712700/-

Registration Fee										LLR + Proc Fee		Service Charge			
Stamp Duty	A1	40000	C	0	H1b	0	K1a	0	Lii	0	LLR	0	700		
	A8	0	D	0	H2	0	K1b	0	Liii	0		Proc.Fee		0	
	A9	0	DD	0	I	0	K1c	0	Mb	0				Total	0
	A10	0	E	1000	J1	0	K2	0	Na	0					
	B	0	H1a	0	J2	0	Li	0							
	TOTAL-										41000				

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 41700

Date: 11/02/2016

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 11th February 2016 by Jai Bahadur Singh (Self Agent) S/O-Late Rama Singh by profession Others. Status - Executant

Jai Bahadur Singh
11-02-2016

Signature/L.T.I. of Presentant

Date: 11/02/2016

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Kallu Kumar' age '37' Sex 'M', 'S/O-Late Damodar Mahto', resident of 'Jalalpur, Khagaul, Patna'), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 11/02/2016

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 52 on pages on 404 -431 , for the year 2016 and stored in CD volume No. CD-7 year 2016 .The document no. is printed on the Front Page of the document.

Date : 11/02/2016

Registering Officer
Patna

Token No. : 2507

Year : 2016

S.No. : 2390

SCORE Ver.3.0

Deed No. : 2228