

## Government of Jharkhand

# Receipt of Online Payment of Stamp Duty NON JUDICIAL

Receipt Number: aade2a786fe1e315ce60

Receipt Date: 04-Dec-2021 11:42:33 am

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Agreement or Memorandum of an

Agreement

District Name : Dhanbad

Stamp Duty Paid By: US HOUSING PRIVATE LIMITED

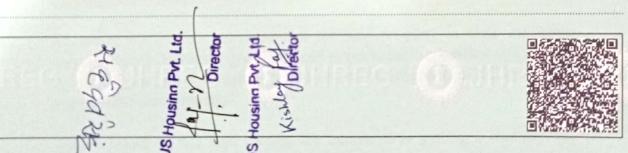
Purpose of stamp duty paid: AGREEMENT

First Party Name: SRI SHAHADEV SINGH

Second Party Name: US HOUSING PRIVATE LIMITED

GRN Number: 2108652986

-: This stamp paper can be verified in the jharnibandhan site through receipt number :-



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक श्रुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक श्रुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

#### Agreement

This deed of Agreement made this day of Saturday, Fourth of December Two Thousand Twenty-One.

#### BETWEEN

 Sri Shahadev Singh S/o Late Hukum Singh alias Hukum Sai by faith Rajput by occupation business Res of: H.No. 155, Kolakushma Near Hari Mandir, Saraidhela, Kolakushma, 828109 Dist. Dhanbad, Jharkhand. (Hereinafter called the Land owner First Party)

AND

- 1. Sanjeev Ranjan S/o Sri Uma Kant Sharma,
- 2. Kishlay Raj S/o Late Rajeev Ranjan, director in M/s US HOUSING PRIVATE LIMITED, Office at Flat No.: B-2, Second Floor, Krishna Tower, Near Big Bazaar, P.O. Saraidhella Dist. Dhanbad. (Or Builder second party).

The TERMS "FIRST PARTY" land owner "SECOND PARTY" Builder and developers unless repugnant to the subject or context or exclusively excluded by shall mean and include their respective legal heirs' sources, executors, administrator, legal representative successor in interest of office and assigns. Whereas the aforesaid owners are absolutely sized possess of or otherwise well and sufficiently entitled to all property fully described in schedule below of agreement, hereinafter referred to as the "said agreement" free from all encumbrance whatsoever or howsoever.

Where the owners are covenant that the said property in their exclusive possession with absolute right – title and in marketable condition and has the right power and absolute authority and title to transfer, assign sell the whole or part of the said property.

AND WHEREAS the land owners are interested in getting a multistoried residential building complex which will be developed and constructed on the schedule property and acquire residential built up area in the same as

For US Housing Pvt. Ltd

For US Housing Pyt. Ltd

consideration in exchange for the full and final value of the land and the building standing thereon.

AND WHEREAS the "land owner" agrees to authorize the developer to construct a multistoried building and the developer has accepted the schedule land on conversion.

AND WHEREAS the Developer shall with the consent and approval of land owner obtain approval from DMC for the plans.

AND WHEREAS the "Developer" offered to construct at own cost a multistoried building complex over the said property of the owners, and in lieu of that the valuable consideration the builder shall provide 40 % to the land owner three year from the date of ground breaking.

Now this agreement witness and parties hereto have agreed and declared as follows:

That the land owner has agreed to appoint the developer to construct building over the said premises and right to develop and to sell, transfer and convey the said premises and to prepare building space, tenements, etc. after paying the consideration mutually agreed upon.

- 1. That the developer shall proceed expeditiously with the site development and preparation of the multistoried building as per plant on the land mentioned in the schedule land the new building shall be completed within three years from the date of ground breaking. This period may be further extended but not more than one year under unavoidable circumstances after sanction of Dhanbad Municipal Corporation (DMC) PLAN.
- 2. That the exact measured covered area in excess or below of the area agreed to be given to the owner by developer, the same shall be chargeable, refundable as the case may be at the rate to be mutually agreed between the parties.
- 3. That it is further agreed and covenant by the Developer that owner of the land shall provide all co-operations while in construction of the proposed multistoried building.

For US Housing Pvt. Ltd.

Director Kishley Kar.

- 4. That the Developer will invite the purchasers who agree to acquire the flat, flats on ownership basis in the said building. The Developer would construct the flats along with the common amenities. That it has been agreed between the parties that the land owner shall be the confirming, necessary party in the agreements which will be executed between the developer and the prospective buyers.
- 5. That the Developer gets necessary plans sanctioned from the **DMC** and the land owner hereby empowers the Developer to sign any documents required for the sanction of the plan. Developer will also take care of mutation, etc.
- 6. That the land owner will hand over the vacant possession of the premises within 15 days from the date of agreement. Those on taking possessions, the Developer shall develop the premises, draws the plan for construction and shall have the right to book the flats or market to intending purchaser.
- 7. That the developer shall deemed to be in the possession of the said premises and shall be free to do all acts, deeds and things lawfully required for development by his own cost and expenses. The Developer further undertakes to construct the multistoried building.
- 8. That the Developer shall be entitled to develop the said property; by constructing multistoried building and the developer in his discretion may receive and relies the prices in respect of the allotments and sale of such tenements, flats and parking space and appropriate the sale proceeds and transfer the said property on flat thereof from time to time to one or more prospective buyers, co-operative society or bodies.
- 9. That the first party hereby agree that if any prospective purchasers, purchasers desire to take loan advance from any financial institutions for such purpose, and he shall have no objection in this respect.
- 10. That the land owner will not have any objection liable for any liability whatsoever either in relation to the construction by the Developer or will be liable to any outsiders in respect of any act done by the developer with any outsider.

For US Housing Pvt. Ltd.

Director

Kishlay Director

# That the land owner hereby declares: -

That the area of the said land is Old Plot no. 294, 295, New Plot Number 523, Mouza No. 13, Narayanpur, New Khata No. 124, area 15 Katha's.

That the property is free hold land and the owner has perfect title to the same free from all encumbrances. That the owner has not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment right, gift, lien, leave license permission, rent, possession charge inheritance or any other encumbrances whatsoever.

That it is agreed that in all transfer, conveyance of land or built up area, the purchaser, transferee shall bear the cost of stamp duty and other registration or legal charges.

That in case any dispute or differences occur between the parties the same shall be referred to the Arbitrator and the provisions of Arbitration Act 1996 shall apply.

That the land owner after entering into the agreement shall not do any act, deed of thing whereby the construction or development of the said premises is in any way hindered or impeded with nor shall in any way commit breach of any term and condition aforesaid land hereby; agrees that the construction shall be done by the only and no one else.

The Developers shall in the course of erection land completion of the said building do all lawful acts things required and perform the works in conformity in all respects with the bye laws. Against the law the builder shall do anything, the owners of the land should not be responsible for any out of DMC law.

REGalie

For US Housing Pvt. Ltd.

Director

For US Housing Pvt Atd

### SCHEDULE; DEFINITION

a) Owner or land owner shall mean Sri Shahadev Singh, S/o Late Hukum Singh alias Hukum Sai his respective Legal Heirs, executors, administrators, legal representative and assigns.

b) Developer shall mean M/s US HOUSING PRIVATE LIMITED, Dhanbad and Its successors and assigns.

c) Purchaser shall mean and include their legal heirs, administrator, legal heirs and assign.

d) Building shall mean multistoried building constructing of flats, car parking space and other construction for Common use area 8 kathas.

e) Flat shall mean constructed area or space in the building intended to be built up and or constructed area capable of being occupied and enjoyed independently.

The said unit of flat / or Market also mean to room space and the other space and all fittings and fixture s in the said space, plan shall mean the plan, Elevation, Designs drawings of the building as sanctioned by the DMC, Dhanbad.

g) Transfer shall include transfer by delivery of possession or by other means adopted for effecting what is understood as a transfer of a unit in multi-storied building to the purchaser thereof.

h) Transferee or shall mean on whose behalf the flat or unit is being construct. Purchasers

For US Housing Pvt. Ltd.

For US Housing Pvt. Ltd.

Vi shlay Director

# SCHEDULE PREMISES

Sri Shahadev Singh S/o Late Hukum Singh alias Hukum Sai by faith Rajput by occupation business Res of: H. No. 155, Kolakushma Near Hari Mandir, Saraidhela, Kolakushma, 828109 Dist. Dhanbad, Jharkhand.

All the piece and the parcel of land measuring in the Khatiyan.

21899218

Moza No. 13, New Khata no. 124, Old Plot No.: - 294, 295, New Plot Number 523, Area of 15 Kathas.

East Part of this plot

West 25 feet wide road

North Part of this plot

South Part of this plot

For US Housing Pvt. Ltd.

Director

For US Housing Pvt. btd.,

#### PARTICULARS OF CONSTRUCTION/ SPECIFICATION

Construction to be made and equipment, fitting and fixture to be installed and provided in the building shall be new and of standard mark and of good quality and according to the plans and device of the architect including the following:

FOUNDATION: As per design of architect.

FCC farmed structure. STRUCTURE:

R.C.C. ROOF SLABS:

Floor tiles 2'/2' Vetrified FLORRING:

Wooden Frame CHOKHET:

Commercial Flush Door. DOORS:

Aluminous section with fully glaze WINDOWS:

7'-0" high Glazed Titles with modern sanitary were and TOILET:

marble.

Green Grenade top booking platform with 30" high Glazed KITCHEN:

titles.

Plaster of Paris. INTERIOR FINISHING:

EXTERIOR FINISHING: Putty.

Water supply from own deep tube well boring through WATER SUPPLY:

overhead tank.

Electric supply has J.S.E.B. (own cost) and generator (on ELECTRICITY:

own cost) facility24hours. (Transformer cable on own

cost)

Concealed P.V.C. wiring. ELECTRICAL:

One Lift:

One Stairs

For US Housing Pvt, Ltd.

Director

regablie

Witnesses

EURESH Kr. Singh 5/0 Sti Narayan Singh R/O Kolakusma, Dharbal

Dharmen Dra Siegh DHARMEN DRA SINGH S/O Sti Norayon Singh R/O Kola Kusma, Dhambad. Executants

(1) HEGALLIE

Land owner First Party

For US Housing Pvt. Ltd.

(I) Oire

(II) For US Housing Pvt. ktd.

Builder (Developers)