

NOTARY
DHANBAD



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

03 APR 2024

No. 53 Date

Receipt Number : 457b4e2f2cd45b4a7049

Receipt Date : 24-Mar-2024 11:28:20 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 : ECOVETA CONSTRUCTION PVT LTD

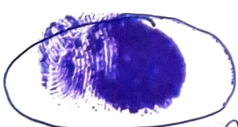
Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

First Party Name : SALABIA DEVI AND SANTOSH KUMAR YADAV

Second Party Name : ECOVETA CONSTRUCTION PVT LTD

GRN Number : 2401317858

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



सलबिमा देवी

संतोष कुमार यादव

Malendra Yadav

Sanjiv Kumar



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 शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट का उपयोग या फोटोकॉपी द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम 1899 के धारा 62 अन्तर्गत दण्डनीय अपराध है।



DEVELOPMENT AGREEMENT

This Agreement is made on this 24th day of March, 2024 in between:

1) **SMT. SALABIA DEVI** W/o SRI JAI RAM YADAV, resident of H.No-340/A, Gandhi road near Mahavir Mandir, Dahnbad, Jharkhand and 2) **SRI SANTOSH KUMAR YADAV** S/o Late RAMNARAYAN YADAV, resident of Gandhi nagar, Sabzi Bagan Road, Dhanbad, Jharkhand both by faith Hindu, by occupation Housewife & Businessman, hereinafter called and referred to as the OWNERS (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representative, administrators and assigns) of the **FIRST PART**.

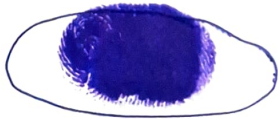
AND

M/S ECOVETA CONSTRUCTION PVT LTD, having its office at H.No. -161, Housing Colony, Dhanbad, Jharkhand — 826001, represented through its director 1) **SRI MAHENDRA YADAV** S/o Late Mundrika Yadav, 2) **SRI NITISH KUMAR** S/o Sri Mahendra Yadav, hereinafter called and referred to as the Developers (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, representatives, administrators and assigns) of the **SECOND PART**.

WHEREAS,

the First party, the land owners

1) Smt. Salabia Devi W/o Sri Jai Ram Yadav, got the lands by virtue of registered Deed No. - 4607 dt. - 01.05.1990, executed at Dhanbad Sub- Registry office, Dhanbad in their favour by 1) Sri Ashok Kumar Sahu S/o Sri Ramdas Sahu all by faith - Hindu, by Occupation – Business, etc., Resident of Main road Jharia , Dhanbad. The land measuring **5.0 Kathas or 8.3 Decimals**, which was duly mutated by the circle officer, Dhanbad vide **Mutation Case No. – 965(94-95)** dt 27.03.1995 & paid land rent vide **Revenue Receipt No. - 0411796571** dt. 14/06/2023,



Smt Salabia Devi

For Ecoveta Construction Pvt Ltd



सन्तोष कुमार यादव
Sri Santosh Kr. Yadav

Mahendra Yadav Nitish Kumar
Mahendra Yadav Nitish Kumar
(Director) (Director)

2) Sri Santosh Kumar Yadav S/o Late Ramnarayan Yadav, got the lands by virtue of registered Deed No. - 4608 dt. - 01.05.1990, executed at Dhanbad Sub- Registry office, Dhanbad in their favour by 1) Sri Ashok Kumar Sahu S/o Sri Ramdas Sahu all by faith - Hindu, by Occupation - Business, etc., Resident of Main road Jharia, Dhanbad. The land measuring 5.0 Kathas or 8.25 Decimals, which was duly mutated by the circle officer, Dhanbad vide **Mutation Case No. - 1574/R7 (2023-24)** dt 17.08.2023 & paid land rent vide **Revenue Receipt No. - 0799137346** dt. 18/08/2023,

the first party thus acquired absolute and exclusive right, title, interest and possession over the lands in question. The total land in question is a Rayati land and comes under Survey Old Plot Nos. - **39 & 40**, New Plot No. - **20,21 & 22**, Old Khata Nos. - **06**, New Khata No. - **35 & 09** under Mauza - Amaghata/Sugiyadih, Total Area - **10 Kathas or 16.55 Decimals**, P.S. & Dist. Dhanbad, State - Jharkhand.

WHEREAS the OWNERS 1) Smt. Salabia Devi W/o Sri Jai Ram Yadav, 2) Sri Santosh Kumar Yadav S/o Late Ramnarayan Yadav, thus became absolute and exclusive owners of the land described in the schedule of this Agreement by exercising diverse acts of ownership and possession with due knowledge to the authorities and the people of the locality and was recognized Raiyats for the said land.

And WHEREAS the said Owners 1) Smt. Salabia Devi W/o Sri Jai Ram Yadav, 2) Sri Santosh Kumar Yadav S/o Late Ramnarayan Yadav, had been in search of a Developer to develop the land described in the Schedule of this Development Agreement into a Commercial Complex.

And WHEREAS the Developers, **M/s ECOVETA CONSTRUCTION PVT LTD**, represented through its director 1) SRI MAHENDRA YADAV S/o Late Mundrika Yadav, 2) SRI NITISH KUMAR S/o Sri Mahendra Yadav through their representative approached the Owners 1) Smt. Salabia Devi W/o Sri Jai Ram Yadav, 2) Sri Santosh Kumar Yadav S/o Late Ramnarayan Yadav, for allowing them to develop and construct Commercial Complex over the said land described in the Schedule attached to this Development Agreement.



Smt Salabia Devi

For Ecoveta Construction Pvt Ltd


Sri Santosh Kf. Yadav



Mahendra Yadav
(Director)

Nitish Kumar
(Director)



And WHEREAS in view of the said Development Agreement proposed to be built up Commercial Complex above the existing ground level or as per approval of the drawings by the competent Authority i.e. MADA / DMC Dhanbad.

And WHEREAS the Developers will bear all the finances required for the development of the land such as:

- (i) Expenses in approval of the Drawings.
- (ii) Construction of the proposed Multi-storeyed Apartment.

And WHEREAS the Parties (Owners and Developers) have decided to reduce the terms and conditions in writing to avoid misunderstanding in future.

NOW THIS AGREEMENT WITNESSETH AND PARTIES MUTUALLY AGREED ON THE FOLLOWING TERMS AND CONDITIONS:

1. That, the Developers will construct the Commercial Complex which will be known as ".....", (Commercial Complex) over the Schedule Land and the plan of the Apartment to be approved by MADA/DMC the competent Authority of Dhanbad.
2. That, the Developers undertakes and agrees to pay the Owners only Rs 1 Crore 05 Lacs (One Crore Five lacs only) for the cost of the land over which the Developers proposes to construct the Commercial Complex over the schedule land of this Agreement.
3. That, the cost of the preparation of the drawings, its approval and construction shall be borne by the Builders on their own cost. The complete Building of all the floors shall be the exclusive property of the Developers. The landowners will not have any claim upon the Developers share i.e 100% area in the said Commercial Complex.
4. That, all the shop/unit owners will have equitable right, interest, title over the common passage, terrace, common car / scooter parking, guard room, generator etc.

Smt Salabia Devi

For Ecoveta Construction Pvt Ltd

श्री संतोष क्र. यादव
Sri Santosh Kr. Yadav

Mahendra Yadav Nitish Kumar

Mahendra Yadav
(Director)

Nitish Kumar
(Director)



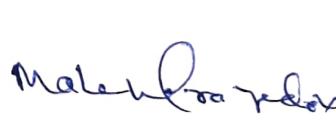
5. That, the Developers agrees and undertakes that the time is the essence of the contract and the Developers will positively construct the said Complex as per specifications and approved plan by MADA/DMC Dhanbad, the competent Authority within a period of 24 months from the date of approval of the plans by the Mineral Area Development Authority/Dhanbad Municipal Corporation for the said construction over the schedule land of this Agreement.
6. That, the Owners agree to hand over the peaceful and vacant possession over the schedule lands within a period of one month from the date of this Agreement for the purpose of development of the said Complex.
7. That, the Owners undertake to execute the Registered Power of Attorney in favour of the Developers to the use for sale / mortgage of the Commercial Complex over the schedule land of this Agreement as soon as possible, but within a period of Three months from the date of this agreement.
8. That, the Developers in respect of the above mentioned Power of Attorney, have given already given Rs. 40 Lacs
9. That, the Developers will be free to take loan or financial assistance from any Bank / Financial Institution at their own risk and after mortgaging the said land for the development for this land for the speedy progress of the construction work.
10. That, the Developers undertakes to obtain all sorts of Government clearances and Government sanctions from the concerned competent authority for the proposed construction of the Commercial Complex over the schedule land of this Agreement.
11. That, the Owners will not be held liable and responsible for any payments to be made whatsoever to the labours, material suppliers and the staff employed by the Developers and to any Government Agencies or any local bodies in respect to the proposed construction over the schedule land of this Agreement and that will be the sole responsibility of the Developers.




Smt Salabia Devi

For Ecoveta Construction Pvt Ltd


Sri Santosh Kr. Yadav


Mahendra Yadav
(Director)


Nitish Kumar
(Director)



12. That, the Owners will not be held responsible for any check incident or accident etc. that may occur during the construction work of the said building and the Developers will be solely responsible for the same and indemnify the Owners in case of any such eventuality.
13. That, the Developers shall abide by the specifications and ensure good quality of the proposed construction of the entire building and both the Owners and the Developers shall strictly abide by the terms and conditions as agreed upon in this Agreement.
14. That, the Developers shall be solely entitled for Booking and Sale of shops/units and to receive the payments in lieu of Sale / Booking of the proposed complex.
15. That, the Owners shall not be held responsible for any dispute between the purchasers of the shops/units with the Developers. It will be the sole responsibility of the Developers to sort out the differences of any kind, if any with the purchaser.
16. That, the Owners will clear all the dues like Municipal Taxes, Land Rent, Electricity Bills etc. at the time of vacating and handing over the premises for the development and after that all liabilities goes on the Developers.
17. That, the Land Owners do hereby declare that the schedule property is free from all encumbrances, debts, liens, charges etc. and the land Owners have absolute marketable title over the schedule land of this Agreement and no legal case, cases, suit are pending before any legal Court of Justice in respect to schedule land of this Agreement.
18. That, in case of any dispute between the Owners and the Developers with regard to the construction as agreed upon in this Agreement for developing the same will be adjudicated by the sole arbitrator appointed by mutual consent of both the parties and decision of such arbitrator on any matter referred to him for adjudication shall be final binding and conclusive over the parties to this Agreement and the same will be subject to the jurisdiction of Dhanbad Court exclusively.



Smt Salabia Devi

For Ecoveta Construction Pvt Ltd

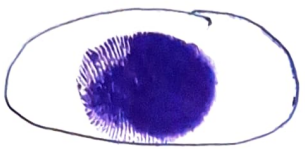
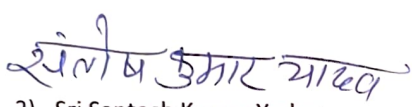

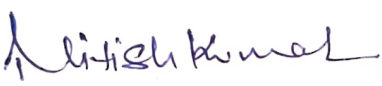
संतोष कुमार यादव
Sri Santosh Kr. Yadav

Mahendra Yadav
Mahendra Yadav
(Director)

Nitish Kumar
Nitish Kumar
(Director)



IN WITNESSETH WHEREOF the parties hereto have signed this development agreement at Dhanbad on 24th March, 2024 in presence of witnesses named hereunder:

<p>OWNERS</p>  <p>1) Smt Salabia Devi</p>  <p>2) Sri Santosh Kumar Yadav</p>	<p>WITNESSES</p> <p>लाल मुनी सिंह पिता - स्व. रामचंद्र सिंह यादव शा. मास्टर कॉलोनी कामाखण्ड जी. वि. न्युपुर PO+PS — JJ जि. 0 - चणवाड़</p>
<p>DEVELOPER For ECOVETA CONSTRUCTION PVT LTD</p>  <p>1) Sri Mahendra Yadav (Director)</p>  <p>2) Sri Nitish Kumar (Director)</p>	



OR
**NOTARY
DHANBAD**

Authorised
u/s 8 (1) (e) of Notaries Act
1952 (Act No 52 of 1952)

R. Prasad
24/3/24