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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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CERTIFIED THAT THE DOCUMENT IS ADMITTED TO REGISTRATION.  
THE SIGNATURE SHEET AND THE ENFORCEMENT SHEETS ATTACHED  
TO THIS DOCUMENT ARE THE PARTS OF THIS DOCUMENT.

Adl. District Sd-Registrar,  
Siliguri-II at Bagdogra

21 JUN 2017

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SUMAN MFG. WORKS LTD.

Viveet Banerjee

DIRECTOR

Squarewood Projects Pvt. Ltd.

Viveet Banerjee

Director

DEVELOPMENT AGREEMENT

NO. 1128 DATE 09-06-17  
SQUAREWOOD PROJECT PVT. LTD.  
Kolkata  
VALU 5000/-



*S. K. SARKAR*  
(S. K. SARKAR)  
STAMP VENDOR  
A.D.S.R. Office, Siliguri  
Licence No.-8/1975

SUMAN MFG. WORKS LTD.  
*Vineet Bansal*  
DIRECTOR



1130

SUMAN MFG. WORKS LTD.  
*Vineet Bansal*  
DIRECTOR



1130

Squarewood Projects Pvt. Ltd.  
*Vineet Bansal*  
Director



*[Signature]*  
Addl. Dist. Sub Registrar  
at Rangpo, Dist. Darjeeling

Poashant Kumar Saha  
S/O Abhay Chandra Saha  
Shivmandal, Basti P.O.,  
P.O. New Rangin,  
P.S. Matigara,  
PIN- 734013  
Dist. Darjeeling (W.B.)

7 JUN 2017

SUMAN MFG. WORKS LTD.

Vineet Bansal

DIRECTOR

Squarewood Projects Pvt. Ltd.

Vikas Bansal

Director

**THIS DEVELOPMENT AGREEMENT** made this 16<sup>th</sup> day of JUNE Two Thousand and Seventeen **BETWEEN SUMAN MFG. WORKS LIMITED** bearing CIN- U15209WB2004PLC098174 (**Income Tax Pan AAICS5560J**) a company originally incorporated under the provisions of the Companies Act, 1956 having its registered office at 6 Lyons Range, Unit No. 2, 5<sup>th</sup> Floor, Post GPO, Police Station Hare Street, Kolkata-700001 duly represented by one of its Director Shri. Vineet Bansal (**Income Tax Pan AHGPB8342M**) son of Shri. Binod Kumar Bansal residing at PUSP NIWAS, Vishwakarma Mandir Road, Khalpara, Siliguri, West Bengal -734005 hereinafter referred to as "the **OWNER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors and successors-in-office and/or assigns) of the First Part

And

**SQUAREWOOD PROJECTS PRIVATE LIMITED**, bearing CIN- U70100WB2013PTC196512 (**Income Tax Pan AALCA8874E**) a company originally incorporated under the provisions of the Companies Act, 1956 having its registered office at 6 Lyons Range, Unit No. 2, 5<sup>th</sup> Floor, Post GPO, Police Station Hare Street, Kolkata-700001 duly represented by one of its Director Shri Vikash Bansal (**Income Tax Pan AGRP7679R**) son of Shri Binod Kumar Bansal residing at PUSP NIWAS, Vishwakarma Mandir Road, Khalpara, Siliguri, West Bengal -734005 hereinafter referred to as "the **Developer**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors and successors-in-office and/or assigns) of the Other Part.

**PART-I # DEFINITIONS AND INTERPRETATION:**

I **DEFINITIONS:** In this agreement unless there be something contrary or repugnant to the subject or context:

THE BOARD OF DIRECTORS OF THE  
AMERICAN OVERSIGHT BOARD  
HAS THE HONOR TO ANNOUNCE  
THE RESULTS OF THE  
ELECTIONS HELD ON  
MAY 15, 1979.

THE BOARD OF DIRECTORS  
HAS THE HONOR TO ANNOUNCE  
THE RESULTS OF THE  
ELECTIONS HELD ON  
MAY 15, 1979.



*[Handwritten signature]*

79 JUN 19 1979

SUMAN MFG. WORKS LTD.

Vineet Bansal

DIRECTOR

Squarewood Projects Pvt. Ltd.

Vishal Bansal

Director

- i. **"Subject Property"** shall mean the pieces or parcels of contiguous and adjacent lands in one combined parcel morefully and particularly described in the **FIRST SCHEDULE** hereunder written and include all constructions thereat and appurtenances thereof;
- ii. **"Added Areas"** shall mean landed property adjacent to or near the Subject Property that may be included by the Developer in the project development area;
- iii. **"New Buildings"** shall mean the one or more new buildings and other structures to be constructed by the Developer at the Subject Property;
- iv. **"Common Areas And Installations"** shall mean and include the areas, installations and facilities as be expressed or intended by the Developer from time to time for common use of the Transferees of the Transferable Areas at the Building Complex in common with the Owner and the Developer and the persons permitted by them and in such manner and to such extent as the Developer may deem fit and proper;
- v. **"Building Complex"** shall mean the Subject Property with the New Building thereon;
- vi. **"Agreed Ratio"** shall mean the ratio of sharing between the Owner and the Developer being 25% belonging to the Owner and 75% belonging to the Developer;
- vii. **"Owner' Allocation"** shall mean the 25% (twenty five percent) share in the Realizations subject to any additions or reductions thereof in accordance with the express terms and conditions hereof and shall include the Owner' Land Share **and shall** in case of identification of Separately Allocable Areas, include the portions thereof allocated to the Owner only;

Subject Property shall mean the piece or pieces of land...  
and together defined in the FIRST SCHEDULE herunder  
and shall include all construction thereon and appurtenances  
thereof.  
"Added Area" shall mean land proposed to be added to or from  
the subject property which may be included by the Developer in the  
project development plan.  
"New Buildings" shall mean the cost of their new buildings, and  
other structures to be constructed by the Developer as the  
Budget Property.  
"Common Area And Enclosures" shall mean and include the  
roads, passages and facilities as he expressed or intended by  
the Developer but does not include the common area of the  
premises of the residential area at the Building Complex.  
"Contract" shall mean the contract and the person  
contracted with the Owner and the Developer and the person  
contracted by them and in each contract and in each case as the  
Developer may deem fit and proper.  
"Building Complex" shall mean the Subject Property with the  
New Buildings.



Adm. Dist-Sub Registrar  
Siliguri II. at Baidyagrama, Dist- Darjeeling

17 JUN 1997

SUMAN MFG. WORKS LTD.

Vineet Bansal

DIRECTOR

Squarewood Projects Pvt. Ltd.

Vibha Bansal

Director

- viii. **“Developer’s Allocation”** shall mean the 75% (seventy five percent) share in the Realizations subject to any additions or reductions thereof in accordance with the express terms and conditions hereof and shall include the Developer’s Land Share **and shall** in case of identification of Separately Allocable Areas, include the portions thereof allocated to the Developer only;
- ix. **“Extras and Deposits”** shall mean the amounts mentioned in **THIRD SCHEDULE** hereto subject to any variations as per clause 7.1.1 hereto.
- x. **“Force Majeure”** shall mean any event or combination of events or circumstances beyond the control of a Party which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party’s ability to perform obligations under this Agreement including:
- a. acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics and other natural disasters;
  - b. explosions or accidents, air crashes;
  - c. strikes, lock-outs, civil disturbances, curfew etc.;
  - d. Civil commotion, insurgency, war or enemy action or terrorist action;
  - e. change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government;
  - f. non-availability of water supply or electric power or like or undue shortage in availability of construction materials; or
  - g. Any other event or circumstances which is beyond the control of the parties.





SUMAN MFG. WORKS LTD.

Vmeet Bansal

DIRECTOR

Squarewood Projects Pvt. Ltd.

V. Lal. Bansal

Director

- xii. **"Transferees"** shall mean and include all persons to whom any Transferable Areas is transferred or agreed to be so done;
- xiii. **"Transfer"** (with their respective grammatical variations) shall include transfer by sale or lease and/or by any other means adopted in respect of the Transferable Areas or any part or share thereof;
- xiv. **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, LLP, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a Person under applicable Law;
- xv. **"Phases"** with their grammatical variations shall mean the different phases in which the Complex shall be carried out in terms hereof.
- xvi. **"Transferable Areas"** shall include Units (which may be flats, apartments, office spaces, shops, constructed/covered spaces or the like), covered parking spaces, open parking spaces, terraces, roofs, gardens, open spaces, club (if constructed) with or without any facilities and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner;

