

SUMAN MFG. WORKS LTD.

Vivek Bansal

DIRECTOR

Squarewood Projects Pvt. Ltd.

Vishal Bansal

Director

12.3. The Developer shall also be entitled to get the project at the Subject Property approved from the Banks and/or Financial Institutions to enable the persons interested in acquiring and owning Transferable Areas to take loans from any such Banks or Financial Institutions. The Owner and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents, etc. as be required in this regard by such banks, institutions and entities provided that there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project / Subject Property except on the Unit and appurtenances under sale or Transfer and save those occasioned due to cancellation of the agreement with the Transferee and to the extent to be mentioned in the agreement for sale to be entered with them or agreements with them and their financiers.

12.4. Till the date of execution hereof all incomings and outgoings (including but not limited to municipal and other rates and taxes, electricity charges etc.) in respect of the same shall be borne and paid by the Owner. From the date of execution hereof all municipal rates and taxes, khajana, etc. shall be borne and paid by the Developer. Upon construction of the Building Complex or any part thereof and issuance of the occupancy certificate in respect thereof all incomings and outgoings (including the municipal rates and taxes, khajana, etc.) in respect thereof shall be borne and paid by the Owner and the Developer in the Agreed Ratio and/or by the respective Transferee of the Owner and the Developer as the case may be.

12.5. The Developer shall be at liberty to carry out the development with any co-Developer or in consortium with other persons, as the Developer may deem fit and proper. The Developer may, with the prior written approval of the Owner, assign this agreement to any other person. However any such

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V. Lal. Sharma

Director

assignment of collaboration shall be subject to this development agreement and the rights of the Owner hereunder which shall not be affected.

12.6. The Developer may negotiate with the owner or occupiers of any other property adjacent to the Subject Property for including the same within the Subject Property on such terms and conditions as the Developer may deem fit and proper Provided That the same does not reduce the Owner' Allocation. In such event, all benefits arising out of such inclusion shall exclusively belong to the Developer.

12.7. Except as specifically provided in this Agreement to the contrary, in all those matters agreed to be decided or carried out by the Developer in consultation with the Owner, if there is any dispute or lack of consensus on any point or issue, the decision of the Developer on such point or issue shall be final and binding on the Owner.

12.8. This agreement is being executed in duplicate, one copy each whereof shall be retained by either party and each copy whereof shall be deemed to be the original.

12.9. In case of any differences of opinion or conflict of decisions between the parties in any matter relating to this agreement or the said project, the decision and opinion of the Developer shall prevail over the decision and opinion of the owner.

13. DEFAULTS:

13.1 In case the Owner fail to make out a good marketable title or commits any delay or default in removing/curing the encumbrance/defect/deficiency in the manner or within the period contained herein or to comply with all or any of the other obligations

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Vinod Bawa

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of the Owner in the manner or within the period stipulated herein, then without prejudice to the other rights and remedies of the Developer as contained hereinbelow, the Developer shall be entitled to take all or any of the following recourses in any priority or order as the Developer shall may deem fit and proper:

13.1.2. To cancel this agreement;

13.1.3. To itself try and attempt to remove/cure such encumbrance/defect/deficiency at the cost of the Owner and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper;

13.1.4 To sue the Owner for specific performance of the contract and/or damages.

13.1. In case the Developer attempting the compliance of the obligation of the Owner under default, the amounts, costs and expenses paid or incurred by the Developer together with interest @ **18%** per annum thereof shall be the liability of the Owner exclusively and the Developer shall have a lien on the Owner' Allocation for such amount. The amount and interest shall be adjustable firstly out of the share of Realizations receivable by the Owner and the parties shall instruct the Bankers for necessary adjustment of the same and any residue shall be adjustable against the Separately Allocable Areas of the Owner.

13.2. If in exercise of its rights under clause 14.1 hereinabove, the Developer cancels this agreement, the Owner shall refund all amounts paid by the Developer to the Owner until then together with all costs that may have been incurred by the Developer in or in anyway relating to the Subject Property in pursuance hereof together with interest @18% per annum on each thereon. Any Realization received by either party from the

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Director

Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties respectively and the Owner respectively be liable for any other claims of the Transferees.

- 13.3. In case the Owner complies with and/or is ready and willing to carry out its obligations as stated herein and there is no circumstance of defect or deficiency in the Assured Attributes and the Developer fails and/or neglects to comply with its obligations to construct and complete the Building Complex within the stipulated period, the Developer shall be entitled to a grace period of 06 months and in case the failure continues beyond such 06 months, the Developer shall be liable to pay to the Owner predetermined compensation of Rs.1,50,000/- per month for every completed month's delay beyond the grace period.
- 13.4. Neither party hereto can unilaterally cancel or rescind this agreement at any time unless such party is entitled to do so by express terms of this agreement contained elsewhere herein upon default of the other party.
- 13.5. Without prejudice to the other provisions hereof, the Owner specifically agrees and accepts that in case of a default by the Owner, remedy in damages may not be sufficient remedy to the Developer and the Developer shall be well and truly entitled to seek and obtain the remedy of specific performance of the contract against the Owner.

14. FORCE MAJEURE:

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force

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DIRECTOR

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V. S. S.

Director

majeure and shall be suspended from the obligation during the duration of the force majeure.

15. NOTICES:

15.1 All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

16. ARBITRATION:

All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the Subject Property or determination of any liability shall be referred to the arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force and the award of the Arbitration Tribunal shall be final and binding on the parties hereto. The venue of such arbitration shall be Kolkata and the language used shall be English.

17. JURISDICTION:

Only the Courts having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

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DIRECTOR

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Vishal Bansal

Director

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SUBJECT PROPERTY)

ALL THAT Piece and parcel of Land admeasuring about 59 kathas 8 Chittaks appertaining to and forming part of L.R. Plot No. 176, 177, 178 and 179 recorded in L.R. Khatian 1278 J.L. no. 76 under Mouza Kalam Pargana Patharghata Police Station Matigara District Darjeeling delineated in the plan annexed hereto duly bordered thereon in "**RED**" which is butted and bounded as follows:-

- ON the North:- Land Belonging to others
- On the South: 6000 MM wide Road (20Ft wide)
- On the East: 3500 MM wide Road (12 Ft wide)
- On the West: Land Belonging to others

THE SECOND SCHEDULE ABOVE REFERRED TO:

A. Common Areas & Installations at the Designated Block:

1. Staircases, landings and passage and stair-cover on the ultimate roof.
2. Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Designated Block.
3. Electrical installations with main switch and meter and space required therefor.
4. Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Designated Block.

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DIRECTOR

Squarewood Projects Pvt. Ltd.

Vibha Bains

Director

5. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Designated Block.
6. Septic Tank
7. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Designated Block.

B. Common Areas & Installations at the Building Complex:

1. Driveways and paths and passages at the said premises except those reserved by the Developer for exclusive use.
2. Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.
3. Surveillance System in the entrance lobby of the New Buildings and any other place if so provided by the Developer.
4. Underground water reservoir
5. Submersible Water pump with motor with water distribution pipes to the Overhead water tanks of the New Buildings.
6. Municipal Water supply or Deep tube well for water supply.
7. Water waste and sewerage evacuation pipes and drains from the New Buildings to the municipal drains.
8. DG Set, its panels, accessories and wirings and space for installation of the same.
9. Community Hall and related construction and the constructions, fittings and fixtures with equipments.
10. Boundary wall and gate and Security Gate House
11. Fire Safety system

12. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building Complex.

C. Specifications as regards constructions of and fittings and fixtures to be provided in the Units

Bedroom

Floor: Vitrified Tiles; Inner Wall: Wall Putty including one coat primer, Electrical: Concealed wiring with ISI marked wire, Modular switches of standard brand, Provision for 2 lights, 1 Fan, 3 Sockets, TV Plug Point & AC Point in master room. Door: Flushed door with wooden frame. Window: Sliding Aluminum frame with glass.

Living:

Floor: Vitrified Tiles; Inner Wall: Wall Putty including one coat primer, Electrical: Concealed wiring with ISI marked wire, Modular switches of standard brand, Provision for 2 lights, 1 Fan, 4 Sockets, 1 TV Plug, 1 Refrigerator, 1 Telephone point. Door: Flushed door with wooden frame. Window: Sliding Aluminum frame with glass.

KITCHEN:

Floor: Vitrified tiles; Inner Wall: Tiles upto 2ft above the counter, Wall putty including 1 coat primer above 2ft; Electrical: Concealed wiring with ISI marked wire, Modular switches of standard brand, Provision for 1 light, 4 sockets, 1 Exhaust & water purifier; Door: Open; Window: Sliding Aluminum frame with glass.; Counter: Marble Top; Sink: Standard steel sink; CP fittings: Standard brand;

BATH & TOILET:

Floor: Anti skied tiles; **Inner Wall:** Tiles upto door height, **Wall putty** including 1 coat primer above door height; **Electrical:** Concealed wiring with ISI marked wire, Moduler switches of standard brand, Provision for 1 light each, 1 point for geyser for bathroom, 1 socket each & 1 exhaust each for toilet; **Door:** Waterproof PVC or suitable alternative; **Window:** Sliding Aluminum frame with glass.; **Sanitary Ware:** European type Commode & Basin of slandered brand; **CP Fittings:** Standard brand

BALCONY:

Floor: Mosaic or Cement tiles; **Inner Wall:** MS Railing of standred height on open side, **Wall putty** including 1 coat primer on cemented portion; **Electrical:** Concealed wiring with ISI marked wire, Modular switches of standard brand, Provision for 1 light, 1 socket for washing machine; **Door:** Sliding clear glass door.

FOUNDATION: Earthquake resistant RCC framed structure; **EXTERIOR:** Elegant look with weather coat paint; **COMMON LIGHTING:** Extended illumination with street lighting, Common passage & staircase lighting to match décor;

OTHER AMENITIES: 24 hours power backup in common areas, 24 hours water supply, Common toilet at ground floor, Adequate & modern fire fighting arrangement, Community hall in each block, Provision for Inverter in each flat, Landscaped open area, Children play area, Outdoor sitting area, Free bike parking(1 per flat).

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DIRECTOR

Squarewood Projects Pvt. Ltd.

V. S. Bansal

Director

- **Structure:**
 - RCC Superstructure.
- **Exterior:**
 - Weather-proof emulsion paint
 - Stair Cases
 - Polished Mosaic Tiles Finish over screed, in Decorative pattern as per affordable housing norms.

Note: The above are proposed and are subject to variations as per final sanctioned plans.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(EXTRAS & DEPOSITS)

EXTRAS shall include:

- (a) All costs, charges and expenses on account of HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;
- (b) Security or any other deposit (including minimum deposits or any deposit by any name called) and all additional amounts or increases thereof payable to the electricity service provider, presently being WBSEDCL or other electricity service provider for electricity connection at the Building Complex.

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Vineet Banoth

DIRECTOR

Squarewood Projects Pvt. Ltd.

Vijal Banoth

Director

- (c) All costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Building Complex ;
- (d) Betterment fees, development charges, water connection charges and other levies taxes duties and statutory liabilities (save those envisaged in clause 2.2 hereinabove as being the exclusive liability of the Owner) that may be charged on the Subject Property or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- (e) Cost of formation of Association/service maintenance company/society.
- (f) Club and Club related facilities, equipments and installation, if so provided by the Developer.
- (g) Service tax, Value Added Tax (VAT), or any other statutory charges/levies.
- (h) Intercom, cctv or any other chargeable facility as may be decided by the Developer

DEPOSITS (which shall be interest free) shall include:

- (a) Deposit on account of maintenance charges, common expenses, sinking fund, municipal rates and taxes etc,
- (b) Any other deposits if so made applicable by the Developer for the Units, with the consent of the Owner, in the Building Complex.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(FACTS ON TITLE)

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Vineet Banerjee

DIRECTOR

Squarewood Projects Pvt. Ltd.

Vineet Banerjee

Director

1. One Smt. Bhishabati Ghosh was the recorded owner of all that Land recorded in Khatian no. 54 of Mouza Kalam in the District of Darjeeling.
2. By one Deed of Conveyance duly registered in the office of the Additional Registrar of Assurances-III in Book no. I, Volume No. 8 pages 26 to 33 being Deed No. 322 for the year 2003, made between the said Bhishabati Ghosh therein referred to as the Vendor and one Sankar Ghosh, therein referred to as the Purchaser, the said Vendor sold transferred and conveyed land measuring 2.43 acres unto and in favour of the Purchaser therein referred for valuable consideration.
3. By another Deed of Conveyance duly registered in the office of the Additional Registrar of Assurances-III in Book no. I, Volume No. 8 Pages 34 to 41 being Deed No. 323 for the Year 2003, made between the said Bhishabati Ghosh therein referred to as the Vendor and one Sudhir Chandra Mazumdar, therein referred to as the Purchaser, the said Vendor sold transferred and conveyed land measuring 4.72 acres unto and in favour of the Purchaser therein referred for valuable consideration.
4. And whereas the said Sankar Ghosh and Sudhir Chandra Mazumdar along with 12 others constituted a partnership firm under the name and Style Millennium Construction Company vide deed of Partnership dated 01.04.2003 for purpose of real estate business and the said Sankar Ghosh and Sudhir Chandra Mazumdar contributed their land as purchased above towards the contribution as Capital in the said Partnership firm. Subsequently on 31st August 2004 by a Deed of retirement of even dated all the partners save and except the said Sankar Ghosh and Krishnendu Bhattacharya retired from the said Partnership Firm.

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Viveet Bhusal

DIRECTOR

Squarewood Projects Pvt. Ltd.

Vikash Bhusal

Director

5. And whereas the said partnership firm namely millennium Construction Company developed the said Land and offered the same to sale.
6. By an Indenture dated 25th Day of September 2006 and duly registered in the Office of the Additional District Sub Registrar, Silguri-II at Bagdogra in Book No. I CD Volume No. 31 Pages 4602 to 4623 Being Deed No. 08414 for the year 2010 made between Sri. Sankar Ghosh and Sri Sudhir Chandra Mazumder therein referred to as the Vendors of the First Part and Suman Housing Private Limited therein referred to as the Purchaser of the Second Part and Millennium Construction Company a Partnership Firm represented by its Partner Sri Sankar Ghosh and Sri Krishnendu Bhattacharya therein referred to as the Confirming Party of the Other Part, the said Vendors sold and transferred and the said confirming party confirmed the sale of 58 kathas of Land appertaining to and forming part of L.R. Plot Nos. 176, 177, 178 and 179 recorded in L.R. Khatian 1278 J.L. no. 76 under Mouza Kalam Pargana Patharghata Police Station Matigara District Darjeeling morefully described in the Schedule written thereunder.
7. The said Land was duly recorded in the record of right in favour of Suman housing Private Limited in the office of the Block Land and Land Reform Officer at Matigara against L.R. Khatian No. 1278.
8. The name Suman Housing Private Limited was changed to Suman Mfg. Works Private Limited vide SRN A53525127 dated 18/04/2009.
9. Subsequently the said Suman Mfg. Works Private Limited was converted into Public Limited by shares company vide SRN C67139750 dated 26/10/2015 and to be known as Suman Mfg. Works Limited.

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Vivek Bandyopadhyay

DIRECTOR

Squarewood Projects Pvt. Ltd.

Vivek Bandyopadhyay

Director

10. By a Deed of Conveyance duly registered in the office of the Additional District Sub Registrar, Siliguri-II at Bagdogra in Book no. I, CD Volume No. 5 from pages 5142 to 5159 being Deed No. 1842 for the year 2009, the said Sudhir Chandra Mazumdar being the owner of 4.72 acres of Land at Mouza Kalam District Darjeeling sold transferred and conveyed land measuring 1 katha 8 chittaks unto and in favour of Sri Sagar Thapa.
11. By an Indenture dated 4th Day of May 2017 and duly registered in the Office of the Additional District Sub Registrar, Siliguri-II at Bagdogra in Book No. I Volume No. 0403-2017 Pages from 46289 to 46311 Being Deed No. 040302369 for the year 2017 made between Sri. Sagar Thapa therein referred to as the Vendor of the First Part and Suman Mfg. Work Limited therein referred to as the Purchaser of the Second Part, the said Vendor sold and transferred unto and in favour of the said Purchaser the land measuring about 1 katha 8 chittaks appertaining to and forming part of Plot No. 178 recorded in L.R. Khatian 404 J.L. no. 76 under Mouza Kalam Pargana Patharghata Police Station Matigara District Darjeeling morefully described in the Schedule written thereunder.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(TITLE DEEDS)

1. Indenture dated 25th Day of September 2006 and duly registered in the Office of the Additional District Sub Registrar, Siliguri-II at Bagdogra in Book No. I CD Volume No. 31 Pages 4602 to 4623 Being Deed No. 08414 for the year 2010.
2. Indenture Dated 4th Day of May 2017 and duly registered in the Office of the Additional District Sub Registrar, Siliguri-II at Bagdogra in Book No. I Volume No. 0403-2017 Pages from 46289 to 46311 Being Deed No. 040302369 for the year 2017.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SUMAN MFG. WORKS LTD.

Vineet Bansal

DIRECTOR

SIGNED SEALED AND DELIVERED on behalf of the abovenamed **OWNER** at Kolkata in the presence of:

Squarewood Projects Pvt. Ltd.

Vikash Bansal

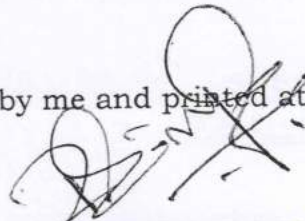
Director

SIGNED SEALED AND DELIVERED on behalf of the abovenamed **DEVELOPER** by its Director **Mr. VIKASH BANSAL** pursuant to Resolution dated 09.06.2017 at Kolkata in the presence of:

1. Prashant Kumar Jha
S/O Abhay chandra Jha
Shivmandir, Santipur,
Siliguri - 734 013 (W.B.)
P.O. New Rangia,
P.S. Matigaria

2. Bapi Das
S/O Sri B.N. Das
H.M. Road, Hakimpara,
Siliguri - 01, Dist- Darjeeling-
W.B.

Drafted by me and printed at my office,



RAJDEEP SINGH
Advocate/Siliguri

WB/F/1879/2028/2013