



District Sub-Registrar-IV
Alipore, South 24-Pgs.

29 OCT 2010

and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied. This Agreement shall take effect on the Date of this Agreement and shall remain in force till Completion. Neither Party shall, except as provided in this agreement, have the right to terminate the Agreement.

25. AMENDMENT/MODIFICATION:

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

26. ORIGINAL/CERTIFIED COPY

The registered original Agreement will be retained by the Developer and the certified copy will be preserved by the Owners.

27. ASSIGNMENT AND SUB CONTRACT

- 27.1 The Developer shall at all times be permitted to assign its rights, obligations and interest in the Agreement (or part thereof), Development Rights, Project and/or built up area to any third party or to its affiliate/ subsidiary company without the prior written consent of the Owners.
- 27.2 The Developer shall at all times be entitled to engage and contract out construction/ development of the Project or any specific aspect to any sub-contractor/ contractor on such terms and conditions as the Developer may deem fit and appropriate.
- 27.3 The Owners shall not assign any rights and obligations contained herein to any person without prior written permission of the Developer.

28. FURTHER ACTS

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such Approvals.

29 AUTHORIZATION



District Sub-Registrar-IV
Alipore, South 24-Pgs.

29 OCT 2018

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.

30. **CONFLICT**

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Owners or the Project Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

31. **SPECIFIC PERFORMANCE OF OBLIGATIONS**

The Parties to this Agreement agree that, to the extent permitted by the Applicable Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

32. **NOTICE:**

32.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the Owners and Developer are concerned the notice should only be given to:

- a) **In case of the Owners:**
MR. DAMNEET SINGH SONI
DECORATIVE STONE INDIA PVT. LTD.
14, BENTINCK STREET, KOLKATA – 700001
- b) **In case of the Developer:**
MR. RAM NARESH AGARWAL
36/1A, ELGIN ROAD,
KOLKATA – 700 020

32.2 Any such notice or other written communication shall be deemed to have been served:

32.2.1 If delivered personally, at the time of delivery and duly receipted.



District Sub-Registrar-IV
Alipore, South 24-Pgs.

12 9 OCT 2018

32.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.

32.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent. All facsimile transmission shall without affecting the delivery, be followed by a delivery in terms of clause 32.2.1 or 32.2.2 above.

32.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

33. **SPECIFIC PERFORMANCE:**

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

34. **ARBITRATION:**

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made there under. The arbitration shall be conducted in English and venue shall be Kolkata only.

35. **JURISDICTION:**



District Sub-Registrar-IV
Alipore, South 24-Pgs.

29 OCT 2018

Only Courts having territorial jurisdiction over the said Property shall have jurisdiction in all matters arising here from.

THE FIRST SCHEDULE ABOVE REFERRED TO (Said Acquired Land)

ALL THAT the pieces and parcel of land containing an area of 1043.5 decimal equivalent of **31.62 Bighas** be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas in L.R Khatian No. 923 as detailed below:

FIRST SCHEDULE PART I					
MOUZA - AMTALA					
SAID LAND ACQUISITION STATUS					
SL.NO.	R.S.DAG No.	L.R.DAG NO.	TOTAL AREA AS PER RS/LR (DECIMAL)	AREA ALREADY ACQUIRED	LAND PROVIDED BY OWNER
1	978	1831	102	100.5	100
2	981	1837	12	12	12
3	985	1836	56	56	56
4	979	1832	113	113	113
5	982	1839	9	9	9
6	983	1840	90	42	10
7	846	1846	66	66	15
8	968	1950	20	20	20
9	970	1952	22	22	22
10	953	1979	33	33	33
11	843	1847	72	72	72
12	842	1851	12	12	12
13	841	1852	17	17	17
14	840	1850	48	48	48
15	838	1849	30	30	30
16	839	1848	14	14	14
17	734	1746	61	8.5	8.5
18	740	1801	145	66	66
19	788	1799	57	15	15
20	787	1803	19	19	19
21	965	1939	130	130	54
22	963	1939/2173	19	19	15
23	962	1946	27	27	14



District Sub-Registrar-IV
Alipore, South 24 Pgs.

29 OCT 2018

24	960	1945	96	96	29
25	964	1940	1	1	1
26	738	1751	70	35	35
27	739	1800	141	141	141
28	967	1949	21	21	21
29	975	1957	9	9	9
30	974	1956	11	11	11
31	969	1951	22	22	22
TOTAL		DECIMAL	1545	1287	1043.5
		BIGHA	46.82	39.00	31.62

THE FIRST SCHEDULE (PART 1A) ABOVE REFERRED TO (Land Under Agreement)

ALL THAT the pieces and parcel of land containing an area of 245.5 decimal equivalent of **7.44 Bighas** be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas in L.R Khatian No. 923 as detailed below:

FIRST SCHEDULE PART I A				
MOUZA - AMTALA				
SAID LAND ACQUISITION STATUS				
SL.NO.	R.S.DAG No.	L.R.DAG NO.	TOTAL AREA AS PER RS/LR (DECIMAL)	Already Booked
1	959	1944	93	46.5
2	833	1857	183	66
3	836	1954	49	39
4	837	1853	48	14
5	976	1958	37	22
6	1005	1975	110	58
TOTAL		DECIMAL	520	245.5
		BIGHA	15.76	7.44

THE SECOND SCHEDULE ABOVE REFERRED TO (Said Additional Land)

ALL THAT the pieces and parcel of land containing an area of 1092 decimal equivalent of **33.09 BIGHAS** be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas as detailed below:



District Sub-Registrar IV
Alipore, South 24-Pgs.

29 OCT 2018

FIRST SCHEDULE PART II				
MOUZA - AMTALA				
SL.NO.	R.S.DAG No.	L.R.DAG NO.	TOTAL AREA AS PER RS/LR (DECIMAL)	Further Land to be Provided by the Owner
1	958	1943	83	83
2	954	1980	37	37
3	959	1944	93	46.5
4	835	1855	17	17
5	738	1751	70	35
6	790	1797	38	38
7	789	1798	19	19
8	833	1857	183	117
9	836	1954	49	10
10	837	1853	48	34
11	854	1922	39	39
12	853	1928	37	37
13	851	1929	17	17
14	852	1930	18	18
15	850	1931	37	37
16	848	1932	47	47
17	849	1933	26	26
18	847	1938	115	115
19	956	1942	2	2
20	957	1943	2	2
21	976	1958	37	15
22	971	1953	10	10
23	972	1954	10	10
24	973	1955	11	11
25	1005	1975	110	52
26	1006	1976	61	61
27	977	1959	32	32
28	966	1948	50	50
29	980	1838	15	15
30	1147	1947	7	7
31	734	1746	61	52.5
TOTAL		DECIMAL	1381	1092
		BIGHA	41.85	33.09

THIRD SCHEDULE



District Sub-Registrar-IV
Alipore, South 24 Pgs.

29 OCT 2018

(Said Total Land)

ALL THAT the pieces and parcel of land containing an area of 2381 decimal equivalent of **72.15 BIGHAS** be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas as detailed below and shown in the map or plan annexed hereto and coloured **Red** thereon:

SL. NO	R.S. DAG No.	L.R.DAG NO.	TOTAL AREA AS PER RS/LR (DECIMAL)	AREA ALREADY ACQUIRED	AREA TO BE ACQUIRED FURTHER	MUTATED (IN DECIMEL)	LAND PROVIDED BY OWNER
1	978	1831	102	100.5	0	100	100
2	981	1837	12	12	0	12	12
3	985	1836	56	56	0	56	56
4	979	1832	113	113	0	113	113
5	982	1839	9	9	0	9	9
6	983	1840	90	42	0	42	10
7	846	1846	66	66	0	58	15
8	968	1950	20	20	0	20	20
9	970	1952	22	22	0	22	22
10	953	1979	33	33	0	14	33
11	958	1943	83	0	83	0	83
12	954	1980	37	0	37	0	37
13	959	1944	93	46.5	46.5	46.5	93
14	843	1847	72	72	0	72	72
15	842	1851	12	12	0	12	12
16	841	1852	17	17	0	17	17
17	840	1850	48	33	15	48	48
18	835	1855	17	0	17	0	17
19	838	1849	30	0	30	30	30
20	839	1848	14	14	0	14	14
21	734	1746	61	8.5	52.5	8.5	61
22	740	1801	145	66	66	66	66
23	788	1799	57	15	0	7	15
24	787	1803	19	19	0	18	19
25	965	1939	130	130	0	130	54
26	963	1939/21 73	19	19	0	19	15
27	962	1946	27	27	0	27	14
28	960	1945	96	96	0	96	29



District Sub-Registrar-IV
Allpore, South 24 Pgs.

29 OCT 2018

29	964	1940	1	1	0	1	1
30	738	1751	70	35	35	35	70
31	739	1800	141	141	0	141	141
32	790	1797	38	0	38	0	38
33	789	1798	19	0	19	0	19
34	833	1857	183	66	117	0	183
35	836	1954	49	39	10	0	49
36	837	1853	48	14	34	0	48
37	854	1922	39	0	39	0	39
38	853	1928	37	0	37	0	37
39	851	1929	17	0	17	0	17
40	852	1930	18	0	18	0	18
41	850	1931	37	0	37	0	37
42	848	1932	47	0	47	0	47
43	849	1933	26	0	26	0	26
44	847	1938	115	0	115	0	115
45	956	1942	2	0	2	0	2
46	957	1943	2	0	2	0	2
47	976	1958	37	22	15	0	37
48	971	1953	10	0	10	0	10
49	972	1954	10	0	10	0	10
50	973	1955	11	0	11	0	11
51	100 5	1975	110	58	52	0	110
52	100 6	1976	61	0	61	0	61
53	977	1959	32	32	0	32	32
54	975	1957	9	9	0	9	9
55	974	1956	11	11	0	11	11
56	969	1951	22	22	0	22	22
57	967	1949	21	21	0	21	21
58	966	1948	50	50	0	50	50
59	980	1838	15	15	0	15	15
60	114 7	1947	7	7	0	7	7
TOTAL		DECIMA L	2795	1591.5	1099	1401	2381
		BIGHA	84.70	48.23	33.30	42.45	72.15

FOURTH SCHEDULE
(APPROACH ROAD – RIGHTS OF EASEMENT ACQUIRED)



District Sub-Registrar-IV
Alipore, South 24-Pgs.

29 OCT 2018

ALL THAT The rights of easement through along and over a 28' (feet) wide road including drain running on each side each measuring 1.5 feet wide passing through land measuring 736 decimal more or less as per details below and shown in the map or plan annexed hereto and colored 'Red' thereon:

AS PER PARCHA (KHATIAN NO. 923)					
South 24 Parganas					
P.S. Bishnupur, J.L No. 73					
Mouza - Amtala					
Total Area – 736 decimal					
EXISTING APPROACH ROAD TO THE PROJECT AREA					
RS	LR	TOTAL AREA IN DAG(D CML)	PLOT ALLOCATED	DEED NO.	REMARKS
749	1716	100	28'	339/1996	PURCHASED
774	1824	20	28'	1153/1996	PURCHASED
765	1808	94	28'	952/1996	PURCHASED
750	1717	46	28'	527/1995	PURCHASED
762	1733	26	28'	1012/1996	PURCHASED
758	1734	25	28'	3019/1996	PURCHASED
757	1736	65	28'	1116/1996	PURCHASED
763	1806	46	28'	953/1996 3019/1996	PURCHASED
747/1136	1737	82	28'	3521/1999	PURCHASED
764	1807	46	28'	2024/1996	PURCHASED
775	1813	51	28'	3599/2015	PURCHASED
988	1835	06	28'	497/2015	EASEMENT
989	1827	97	28'	497/2015	EASEMENT
773	1825	32	28'	3599/2015	PURCHASED
TOTAL AREA		736			

THE FIFTH SCHEDULE ABOVE REFERRED TO:
COMMON AREAS, FACILITIES AND AMENITIES

1. Games room with table tennis and other board games.



District Sub-Registrar-IV
Alipore, South 24 Pgs.

29 OCT 2018