

INDIA

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ONE RUPEE भारत FIFTY NAYE PAISE

THIS DEED OF AGREEMENT made this 7th day of Nov. 1972

One thousand nine hundred seventytwo BETWEEN: RAI BAHADUR
BISSESSURLAL MOTILAL HALWASIYA TRUST of No.15, India Exchange
Place, Calcutta-1 represented by its present Trustees:

1. SRI BHAGIRATHMULL KANODIA, son of Late Ramdutt Kanodia,
 2. SRI MADHAV PRASAD BIRLA, son of Sri Rameswardas Birla,
 3. SRI BHAGWATI PRASAD KHAITAN, son of Late Rai Bahadur
Naurangrai Khaitan,
 4. SRI JAGDISH PRASAD GOENKA, son of Sri Keshav Prasad Goenka,
 5. SRI SATYA NARAIN TANTIA, son of Late Shew Narain Tantia,
 6. SRI SHYAM SUNDER HALWASIYA, son of Late Rai Bahadur
Bissessurlal Halwasiya,
 7. SRI PURUSHOTTAM DASS HALWASIYA, son of Late Motilal Halwasiya,
- for the sake of brevity, hereinafter referred to as the "TRUST"
shall
(which expression/unless excluded by or repugnant to the context
be always deemed to include their successor or successors in
office) of the ONE PART AND BABA KALI KAMLI WALA PANCHAYET -
KSHETRA, Rishikesh, an Institution registered under Societies
Registration Act, 1860 and also deemed to have been registered
under the West Bengal Societies Registration Act, 1961 for the
sake of brevity, hereinafter called the "KSHETRA" of the -
OTHER PART



-contd.../2

W H E R E A S -

- (a) The "KSHETRA" authorities approached the "TRUST" for construction of a Dharamshala at Badrinathji on the plot and/or plots of land owned by the "KSHETRA";
- (b) The "KSHETRA" requested the "TRUST" to bear the entire cost of construction of the said Dharamshala;
- (c) The said Dharamshala will be used by the pilgrims and/or visitors for their convenience and stay;
- (d) The "KSHETRA" wants to run the management of the said Dharamshala by itself;
- (e) The "TRUST", by and large, agreed to the aforesaid proposal of the "KSHETRA" for construction of the said Dharamshala.

NOW THIS INDENTURE WITNESSETH that in consideration of the said agreement BY AND BETWEEN the "TRUST" and the "KSHETRA" the "TRUST" has agreed to construct the said Dharamshala on the following terms and conditions :-

1. That the construction of the said Dharamshala at Badrinathji will be made by the "TRUST" entirely at its own cost.
2. That for the purpose of construction of the said Dharamshala at Badrinathji plot and/or plots of land (owned by the "KSHETRA") shall be handed over by the "KSHETRA" to the "TRUST" and plot Nos. 462 and 463 have been agreed to be handed over for such purpose. The possession of the said plots shall remain with the "TRUST" till the construction of said Dharamshala is completed.
3. That the said construction of the said Dharamshala will be made on the design and/or layout settled and/or decided by the "TRUST". However, the Trust's decision regarding design and/or layout shall be forwarded to the "KSHETRA" for its perusal and suggestion, if any.



4. That the construction of the said Dharamshala shall be completed by the "TRUST" according to its convenience and provision and after completion of the construction, the same shall be handed over to the "KSHETRA" for running and/or managing the said Dharamshala.

5. That after handing over the construction to the "KSHETRA", the right of ownership shall vest in the "KSHETRA".

6. That the name of Dharamshala shall, however, be "BISSESSURLAL MOTILAL HALWASIYA DHARAMSHALA" and would continue to be so for ever.

7. That after handing over the construction to the "KSHETRA", all expenses pertaining to maintenance and/or running of the said Dharamshala, repairs, taxes and/or imposition of whatsoever nature shall, entirely, be borne by the "KSHETRA" and the "TRUST" shall, in no way, be liable for any sort of expenses.

8. That in case any additions and/or alterations to the said Dharamshala is required in future, the same shall only be done by the "KSHETRA" at its cost, but with the prior written permission of the "TRUST".

9. That there shall always be at least one Nominee of the "TRUST" to the Managing Committee and/or in any other Committee or Body by name formed for the purpose of managing and/or running and/or maintaining the said Dharamshala.

10. That the "KSHETRA" shall always honour the recommendation of the "TRUST" and/or give priority to the recommendee of the "TRUST" in the matter of accommodation and/or stay in the said Dharamshala of the pilgrims and/or any visitor.

11. That for the purpose of construction of the said Dharamshala, plans and/or other relevant documents shall

be



be got sanctioned from the proper authorities in the name of the "KSHETRA".

12. That the "KSHETRA" shall give and/or provide all facilities to the "TRUST" or its agents during the period of construction of the said Dharamshala.

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

Signed Sealed and Delivered
by the abovenamed "TRUST"
at Calcutta

[Signature]
(Bhagirathmull Karmalia)

In the presence of:

[Signature]
(Shyam Sundar Haldar)

1) Rameshmal Pandal
118B, C.R. Avenue
Calcutta-7

[Signature]
(Purneshottam Das Haldar)

2) Agim Prasad Khosla
2, Chintamani Bay Road
Howrah-1.

Signed Sealed and Delivered
by the abovenamed "KSHETRA"
at Calcutta

In the presence of:

x

1) Onkar Nath Pandey
208, Mahatma Gandhi Road
Calcutta-7

BABA KALI KAMLIWALA PANCHAYET KSHETRA.

For BABA KALI KAMLIWALA PANCHAYET KSHETRA:

[Signature] President
[Signature] Hony Secretary

2) Sheo Prasad
Pansari
208, M.G. Road
Cal-7

