



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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THIS AGREEMENT FOR JOINT VENTURE

IS EXECUTED ON THIS THE DAY OF 19TH AUGUST, 2011.

RECORDING THE MUTUAL AGREEMENT MADE

BETWEEN

FOR UMA PROPERTIES
Suzochana Agarwal

Partner

For SHREE KRISHNA CONSTRUCTION

Sipak Yadava

Partner

Bimla Devi Agarwal

Bela Devi Agarwal

Suzochana Agarwal

Sl. No. 16316 DATE 18 AUG 1977
NAME
ADD.
AMT. 100/-

Shree Krishna Construction.
78. Bentinck St
Kot-1

Shosh

DEPARTMENT OF REVENUE

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...

M/s. UMA PROPERTIES a partnership firm incorporated on 20th Feb, 1984 and having its principal place of Business at 3, Tarachand Dutt Street, Kolkata - 700073 and represented by one of their partners or authorized signatory, hereinafter referred to as the **"OWNERS"** (which expression shall unless excluded by or repugnant* to the subject or context be deemed to mean and include its successors, successors-in-interest and assigns) of the **FIRST PART**.

AND

M/s. SHREE KRISHNA CONSTRUCTION a partnership Firm having its office at 78, Bentick Street, 5th Floor, Kolkata - 700001 and being represented by one of its Partners and authorized representative SRI DIPAK KUMAR YADUKA Son of Sri Basudeo Prasad Yaduka having its office at 78, Bentick Street, 5th Floor, Kolkata - 700 001, hereinafter called the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interest and assigns) of the **SECOND PART**.

AND

1. Smt Bimla Devi Agarwal Wife of Shri Arjun Dass Agarwal residing at Premises No. 19B, Ritchie Road, Kolkata - 700 019 **2. Smt. Bela Devi Agarwal** Wife of Shri Shiv Kumar Agarwal residing at Premises No. 19B, Ritchie Road, Kolkata - 700 019 **AND 3. Smt. Sulochana Agarwal** Wife of Shri Kamal Kumar Agarwal residing at premises No. 47, Hindustan Park, Kolkata - 700 029 hereinafter collectively referred to as the **"CONFIRMING PARTY"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their

For UMA PROPERTIES

Sulochana Agarwal
Partner

For SHREE KRISHNA CONSTRUCTION

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Partner

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respective heirs, executors, administrators, successors, representatives, assigns and agents) of the **THIRD PART**.

WHEREAS:

- A. In terms of the three several respective Deeds of Conveyance all dated the 19th day of December, 1983 made by and between the said Jagadish Prasad Agarwal and Suresh Kumar Agarwal and therein jointly referred to as the "Vendors" and the Confirming Parties herein, therein respectively referred to as the "Purchaser", the said Vendors for the consideration mentioned therein sold, granted and conveyed in favour of the Confirming Parties herein the several portions of the said premises No. 2A, Grant Lane, Kolkata - 700001.
- B. By a Deed of Partnership dated the 20th day of February, 1984 and revised deed of partnership dated 1st April, 1992 made between the confirming parties herein, therein called the partners, the Confirming Parties duly entered into and formed a partnership firm to carry on business in co-partnership under the name and style of "UMA PRPOERTIES". By and under the said partnership deed, the Confirming Parties and each one of them duly put their respective shares in the said premises into the till or hotch potch of the said partnership so constituted and thereby authorized and empowered the said partnership firm to take over the said premises in its entirety and to develop the same and make construction as per building plan as may be sanctioned after demolition of the existing old and dilapidated building and other structures standing thereon, on the terms and conditions mentioned therein.

OF UMA PROPERTIES
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Partner

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Shripal Yadava

Partner

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Bela Devi Agarwal

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- C. The Owners are the absolute joint owners free from all charges, claims, mortgages, demands, acquisitions, requisitions, attachment or vesting etc. of any kind whatsoever of the property being all that the municipal premises No. 2A, GRANT LANE, Kolkata - 700001, comprising of the 2 (Two) storied old brick built house and premises in dilapidated condition, erected on a piece or parcel of land containing an area of land measuring about 12.1 Cottahs more or less which are more fully mentioned in the First Schedule hereunder written and are hereinafter referred to as "the said PREMISES". The developers have verified title and satisfied themselves in respect of the title of the said premises;
- D. The owners and the developer herein have decided and agreed to develop the said property on a joint venture basis wherein the owners shall put the said premises in the joint venture and shall also bear part of the costs of eviction and removal of the existing occupants at the said premises and the developer shall make construction thereon by taking all the required steps and also investing the entire required sum of money including sharing 50% of the costs of eviction and removal of the existing occupants;
- E. The parties hereto have discussed and decided the mutually agreed to the basic and principle terms and conditions and the same are broadly recorded herein.

NOW THIS AGREEMENT WITNESSETH that the parties hereto have agreed to develop the proposed construction project in joint venture on inter alia the following terms and conditions:

For UMA PROPERTIES
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1. In accordance with the negotiations between the Owners and the Developer, it has been decided and agreed that the Owners shall jointly and severally put and contribute the said premises in the proposed joint venture which the owners and each one of them hereby contributes and puts in to the said joint venture entered into with the Developer for the purpose of constructing a multi storied - high rise - or such other building as may be permissible preferably having commercial units, together with other common amenities as may be mutually decided by the parties hereto, which is hereinafter called the "said project". The owners shall, except for sharing fifty percent of the cost of eviction of occupiers / tenants as mentioned hereinafter, not be required to pay to or put at the disposal of the Developer any money in any manner or any account whatsoever.
2. Pursuant to the above negotiations and consequent upon the consent of the owners to put and contribute the said premises into the joint venture as also to pay the 50% of the costs charges and expenses to be incurred for eviction and/or removal of the existing authorized or unauthorized occupants from the said premises, the Developer has also agreed and undertaken to pay incur and contribute the entire costs of construction (which includes sanction fees, drainage fees, electric charges relating to the construction of the building, architect fees, etc. and to obtain the completion certificate from the KMC) together with 50% of the costs charges and expenses to be incurred for eviction and/or removal of the existing authorized or unauthorized occupants from the said premises, but the developer shall not be required to pay to

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the Owners any monetary consideration in any manner or any account whatsoever subject to payment of Security Money upto Rs.60,00,000/- (Rupees Sixty Lakhs only) which is payable to owners by way of paying the owners portion of amount payable for evacuating tenants to the tenants directly. *Any contribution if required to be made beyond the security amount shall be paid by the owners. This amount shall carry no interest and shall be refunded by the Owners as and when the owners realizes payments from selling their allocated area. In case the owners decides not to sell the area allocated to the owners, the Owners must pay the entire Security amount within One month from the date of Handover of possession of the Owners Allocated area or from the date of obtaining of CC from KMC which ever is earlier.

3. The agreement arrived at between the parties hereto shall be deemed to have commenced at or before and/or simultaneously with the execution of this Agreement and it shall not be open to either party to rescind or cancel or terminate the same unless otherwise contained in this Agreement.
4. The Owners and Developer shall jointly develop and construct the said project on the mutually agreed terms and conditions. The Developer however shall take and perform all day to day steps necessary to carry on and complete the development and construction of the said project including getting the plan sanctioned and for getting necessary approvals from various departments and authorities for which a power of Attorney shall be issued by the owners to the developers or their representative to this effect.

OF UMA PROPERTIES
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5. The owners have represented, assured and confirmed that the said premises is partly occupied by trespassers and partly by the said tenants and/or occupants, the same is otherwise free from all encumbrances, charges, claims, demands, mortgages, lispendens, attachments, acquisitions, requisitions, ceiling limits and the owners have clear and marketable title and the owners hold in their respective personal custody and possession the original title deeds relating thereto and that there is no impediment or bar of any nature either legal or otherwise on the part of the owners in dealing therewith as also putting the same in joint venture herein recorded. The owners undertake to deposit the said original title deeds with the Maintenance Company or any other identity who shall be responsible for maintaining the said premises after completion of construction of the project and obtaining Completion Certificate from KMC. After the execution of this agreement/Agreement and during the construction period the owners shall provide the said Original documents immediately to the Developer as and when required by the developer for the purpose of this project.
6. The Owners have intimated the Developer that there are certain tenants at the said premises paying monthly rent to the owners whose particulars are mentioned in a schedule attached hereto who collectively are in occupation of an area measuring appx. 10,000 square feet more or less morefully described in Second Schedule to this agreement out of which few tenants totaling the area of approx 4,000 sq. ft. are expected to surrender their tenancy rights and that upon completion of construction of the building at

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the said premises the tenants relating to and/or occupying about 6,000 square feet Carpet-area would be required to be reinstated. The owners and the Developer shall mutually discuss the matter of reinstatement and/or vacating of the said premises and decide the same in consultation with the said tenants. The Owners and Developer shall jointly negotiate with the tenants and decide about temporary shifting from and vacating their respective portions for the purpose of rebuilding at the said premises at the costs and responsibility of the Developer and the owners jointly. It is however made clear that in case the tenants needs to be shifted at some other premises the cost will be borne equally and in case the tenants needs to be temporarily shifted within the said premises those costs will be borne by the developer only.

7. The owners have assured the Developer and confirmed that there is no impediment relating to the said premises statutory or otherwise in any manner including under the Urban Land (Ceiling & Regulation) Act, 1976. In case the said premises or any part thereof is found to be affected by any of the provisions of any statutory enactments affecting the title of the owners, the necessary clearances and/or permissions shall be obtained by the owners at their own costs. The owners shall assist the Developer in obtaining conversion of the nature of subject land, if so required at any stage, at the costs of the Developers. The owners have entrusted and authorized the Developer to apply for all such permissions clearances and/or No Objection Certificates and obtain the same.

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28. The Developer shall not cancel or rescind or terminate the agreement recorded herein unless the permission and/or No Objection Certificate under the Urban Land (Ceiling & Regulation) Act, 1976 is refused to be granted and/or unless the conversion of the nature or classification of the said premises is refused to be granted by the authorities concerned.
29. Similarly the owners shall have no option to cancel or terminate this agreement unless any default or breach of terms of this agreement/Agreement made by the developers as governed under this agreement. In such case developer shall only be liable to be paid the amount paid by it for evacuation of the tenants and the sum of money paid by way of Security Deposit to the Owner or any payment made on behalf of the owner. All the above payments shall be made without interest. No other costs, Fees of any type will be paid by the owner to the Developer.
30. The Developer shall develop and complete the construction of the said Project according to the designs, layouts and specifications as may be deemed fit and requisite by it and make the same ready for disposal by way of transfer, sale, lease and/or otherwise to persons desirous of acquiring constructed units(s) therein.
31. The parties hereto i.e. the owners being represented by their representatives and the Developer and/or the Developer acting for self and for the owners shall -
- a) Obtain and/or cause to be obtained all other necessary permissions and clearances for development of the Project on the said premises and shall also prepare final plans or such modifications or revisions thereof as may be deemed proper

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and necessary for the same and submit the same to the Municipal authorities and shall also take all steps with regard to necessary alteration, modification and/or amendment of any sanctioned plans.

- b) Appoint Architects, Engineers, Contractors and/or agents for the purpose of development of the said project. The Developer shall prepare through its architect the building plans and submit the same for sanction to the concerned authorities. Such plans and all subsequent modifications and/or revisions thereof shall be submitted in the name of the owners who shall forthwith consent thereto as and when the same are required by the Developer.
- c) Shall provide all facilities and amenities in the Project as may be necessary for the beneficial and peaceful possession use and enjoyment of the commercial units. All costs and expenses in connection with the aforesaid and/or relating to the development and construction of the units in the Project in all respects shall be borne and paid by Developer. However, any extra facilities provided by the developer to the Unit holders of the owner's allocation shall have to be reimbursed by the unit holders to the developers on claim being made by the developer in this respect.
- d) Shall take steps with regard to (i) standardization codification and observance of all rules, formalities, stipulations, clearances and so on from the Municipal Authorities and other accredited agencies; (ii) defining, standardization and codification of the general specifications of construction of the

For UMA PROPERTIES
 Swachana Agarwal
 Partner

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 Dipak Yadava Bela Devi Agarwal
 Partner Swachana Agarwal

Project; (iii) identification, definition and spelling out the rights and obligations of the Buyers; (iv) planning and normalizing the progress of the Project and to lay down an optimum time schedule; (v) defining and spelling out the terms and details of easements and transfer of the Commercial units and/or other spaces, booked by the Buyers including exceptions, reservations and restrictions and also the terms and phases of payments by the Buyers in respect of the Commercial units and/or other spaces agreed to be sold transferred; (vi) spelling out and delineating the rights and obligations of the Buyers *inter se* among themselves and with Developer with reference to the maintenance and upkeep of the property and the environment and with regard to the rights and obligations of the parties for the purpose of management and administration of the Project with reference to the maintenance and up-keep of the Common Areas and Common Parts and services and also the rights and obligations of Developer and the Buyers with regard to the observance of all the Municipal Laws, Rules and Procedures.

- e) Shall obtain all necessary permissions, clearances and sanctions / revisions for the Project and shall take care of all matters with local administration and people of locality and shall be responsible to bear costs relating thereto. However, owners will not bear any costs in this respect unless otherwise specified in this Agreement. The owners shall also render all possible assistance, help and cooperation to the Developer all

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these matters from time to time without being liable to pay any amount whatsoever.

32. The owners shall not be required to pay any amount either towards the normal sanction fees or the normal sanction fees for the additional areas or the commercial sanction fees or or any other fines charged by the KMC towards normal or commercial sanction fees or otherwise or other overhead and establishment costs to the Developer or to any one else unless otherwise mentioned in this agreement and the contribution by the owners of the said premises into the said project shall be the consideration for the Owners' allocation.
33. All policy decisions relating to the said project and matters connected therewith shall be taken in principle by the Developer. Only major decisions which affects the rights of the owners shall be taken in consultation with the Owners.
34. The owners on the one hand and the developer on the other are and shall always be principals respectively and neither of them shall be treated or be deemed to be the agent of the other. It is also clarified that the arrangement recorded herein is not a partnership between the owners and the developer nor is it a demise by the owners to the developer.
35. The agreements for sale shall be executed by the owners and the Developer in similar form and manner for their respective allocations.
36. It is expected that the construction shall be completed by the Developer within a period of three years from the date of commencement of construction after receiving the complete and

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satisfactory sanctioned building plans from the municipal authorities and after getting the 100% vacant possession of the said premises. It is however made clear and agreed that the said period for completion of the said project shall be mutually extended for such period of time as may be necessary in case of any delay due to reasons beyond the control of the Developer or the work of development being obstructed for any reason of force majeure or due to any obstruction directly or indirectly caused or created by the authorized or unauthorized tenants. In any other case the owners shall have the option to cancel or terminate this joint venture agreement.

37. The buyers of the Commercial Units in the said project who may have been nominated by the Developer and in respect of whom the Developer may have directed and authorized the owners to do so, shall be entitled to and be granted the proportionate undivided impartible right title and interest in the said premises by the owners pertaining to and/or attributable to the area of the unit agreed to be purchased and acquired by such buyers from or through the Developer.
38. All the Commercial Units shall be sold and transferred together with the undivided proportionate impartible variable share or interest in the common parts and common areas.
39. The Developer shall be at full liberty and have absolute power and authority relating to execution of agreements for transfer of the Developer's allocation in such manner as may be deemed fit and proper and as may be decided by the Developer at its own risk and responsibility and it shall be entitled to enter into agreements for

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Partner Suzochana Agarwal

transfer by way of sale, lease and/or otherwise disposing of its allocation with intending buyers and to receive the earnest money as also the entire consideration money in respect thereof. The Developer shall be entitled to transfer by way of sale, lease and/or otherwise dispose of the Commercial units and other spaces or areas or any other portion to buyers of its choice and the owners shall, wherever so required by Developer, either itself or through Developer as its constituted attorney, grant, convey, transfer, assign and assure the proportionate share in the Ownership right title and interest in the said premises appertaining to the Commercial units in favour of the buyers. It is recorded for the aforesaid purpose the owners shall execute a power of attorney in favour of Developer and/or include such powers in the general power of attorney to be granted by them and similar powers shall be granted by the Developer to one of the representatives of the owners for dealing with the owners' share freely. Owners will sign the deed as confirming party and the developer will do the same for the owners' buyers.

40. Upon completion of construction of the Project the Developer shall manage and maintain the project and provide and render and/or cause to be provided and rendered the common services and facilities and it shall recover and charge the proportionate expenses for maintenance and service charges from buyers / occupiers of all the spaces until maintenance is handed over to the maintenance Company.
41. The work of development shall be commenced within six months from the date of receiving the satisfactory sanctioned building plan

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Suzochana Agarwal

provided that all other clearances and permissions are also granted prior thereto subject to handover of free site and after completing negotiations with the tenants by the owners and developers and getting such portions vacated.

42. The Developer shall pay the rates and taxes from the date of and for the period relating to start of construction work and after completion of construction shall cause the proportionate shares to be paid through buyers / occupiers. The owners shall pay and discharge the municipal and other taxes up to the date of start of construction work. The owners shall furnish to the developer copies of the tax payment receipts. In case Developers need to pay any rates or taxes relating to the period before start of construction, the same shall be reimbursed by the owner within 7 Days from the date of production of receipt by the developer.
43. The developers needs to rehabilitate tenants within the premises entirely at its own cost as such the Developer shall be liable to collect rent from such tenants as its own profit from start of construction and onwards. Before that month all the rents shall be collected by the owners. Joint efforts will be there to make sure that tenants pays the arrear rents at the time entering into settlement with them and / or before vacating the premises by the tenants. Any such arrear rent collected by the developer shall be delivered to the owners or adjusted with any arrear payable by the owners to the developers.
44. The Developer shall have prepared from its solicitors M/s. Kanodia & Co., of No. 6, Old Post Office Street, Kolkata - 700001, the necessary agreements, Deeds, documents and other papers as may

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be required in connection with the proposed transfer of the Commercial units in Project and/or transfer of the other spaces services amenities facilities or any other area therein in respect of Developer's share to the intending buyers in consultation with the owners. All the agreements entered into by the developer and the owners with their intending purchasers / buyers in respect of their respective shares, shall be on the same terms and conditions and there shouldn't be any variations in the same. The owners shall engage M/s. J. N. Mitra & Co. (Advocate & Solicitors) of 10, Kiran Sankar Roy Road, Kolkata 700001, to deal with all matters concerning and relating to their allocated shares in the said premises.

45. In case any portion of the said premises is acquired by the Government or any authority constituted under any law for the time being in force, then in case of reduction of the total area of land will reduce proportionately the entitlement of the owners and the Developer in the aforesaid ratios.
46. The owners hereby confirm and declare that they have not created any encumbrance or any nature over or in respect of the said premises or any portion thereof. The owners as well as the developers hereby undertake that neither of them shall transfer, lease, let out, sell, mortgage encumber and/or deal with the said premises in any manner whatsoever which may prejudice, affect or hamper the said project or any property or right therein in any manner whatsoever to the prejudice of the rights of the Developer and/or against the spirit of the terms and conditions recorded in this Agreement and the parties hereto agree that in case the

OF UMA PROPERTIES
Suzochana Agarwal
 Partner.

For SHREE KRISHNA CONSTRUCTION
Chiranjit Chakrabarti

Bimla Devi Agarwal
 Bela Devi Agarwal
 Partner *Suzochana Agarwal*

owners or either of them desires to sell the said premises it shall be bound and obliged to offer the same for sale to the Developer. Developer will have first right of refusal. The owners or either of them can sell the said premises to the outsiders subject to written consent of the developer. The developer and the owner can sell out of their respective allocation area to the prospective buyers before completion of the project.

47. It is also mutually agreed that this agreement has been or is being entered into irrevocably and for development of the Project over the said premises on a joint venture basis having equal participation by the parties hereto therein and the parties shall not be entitled in any manner to rescind or cancel this agreement or any of its provisions. Provided however that in case Developer deliberately fails and neglects and avoids to commence the development or fails to prepare the buildings plans or to submit the same for sanction or fails to commence the construction even after grant of sanction or the developer decides to abandon the said project then the owners shall be entitled to terminate this agreement by serving a notice in writing upon the developer calling upon the Developer to comply with the obligation and/or remedy the breach if any and in default of such compliance to claim back and receive possession of the said premises.
48. The parties hereto shall indemnify and/or keep each other saved, harmless and indemnified against all losses, claims demands costs, damages proceedings, charges and expenses which any of the parties hereto may suffer in respect of any acts, deeds, matters or thing done or any omission made by any of the parties hereto in

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pursuance hereof and/or in respect of the said project and/or any acquisition of any portion of the said premises or the plots comprised therein as mentioned hereinabove and/or anything arising in connection therewith.

49. The owners shall simultaneously with the execution hereof grant a General Power of Attorney to Developer or in favour of its nominee or nominees for the purpose of the development of the Project and shall grant such further powers and authorities as may be required from time to time to enable Developer to proceed and complete the said development in terms hereof.
50. All disputes and differences by and/or between the parties hereto in any way relating to or connected with this agreement and/or anything arising in pursuance hereof shall be referred to the arbitration of a sole arbitrator as any be mutually agreed to be adjudicated otherwise in accordance with the Arbitration and Conciliation Act, 1996 and/or any statutory modification or reenactment thereof and the rules applicable thereunder and the award made by such arbitrator shall be final and binding on the parties.
51. Jurisdiction in case of any dispute is Kolkata High Court.
52. Nothing in the Agreement should suggest that there has been any transfer of right or title of land from the Owners to the Developers. No interest or right of the Developer is created on the said property. However proportionate right on land shall be passed on by the owners to the prospective buyers of the developers allocated area sold by the developer at their own discretion.

FOR UMA PROPERTIES
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53. The units cannot be sold by the owners or the developers for the purpose of hotel, club, or guest house.
54. Respective parties shall be liable for their respective taxes.
55. The type of construction and the construction specifications is mentioned in the THIRD SCHEDULE annexed at the foot hereof.
56. The Roof of the building shall be common to the use of all the Unit Holders after completion of the Project in its entirety.

THE FIRST SCHEDULE ABOVE REFERRED TO:

LAND DETAILS

ALL THAT partly one and partly two storied brick built messuage tenement or dwelling house together with the piece or parcel of land or ground thereunto belonging and on part thereof the same is erected and built containing 12 (Twelve) Cottah, 1 (One) Chittacks and 7 (Seven) square feet more or less including the passages leading to the said dwelling house from Grant Lane being premises no. 2A Grant Lane (formely known as No.2, Grant Lane) comprising in revenue redeemed Holding No.257, Block No.XVI in the Southern Division of Calcutta and bounded as per document

On the North: Partly by Grant Lane, Partly by premises no. 1, Grant Lane and partly by premises No.2B, Grant Lane and partly by 9, Weston Street, Kolkata;

On the South: By premises Nos. 78, Bentinck Street, Kolkata - 700001;

On the West: Partly by premises nos.80 and 80/2, 80/4, 80/5 and 81/1 to 81/6 Bentinck Street and partly by premises no.1, Grant Lane, Kolkata;

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On the East: Partly by premises No.3, Grant Lane and partly by 4
and 5 Grant Lane and 9, Weston Street, Kolklata.

THE SECOND SCHEDULE ABOVE REFERRED TO:

TENANTS DETAILS

SL No	Name of Tenant	Description of Property	Area Occupied	Rental (Rs.)
1	Ralson Cycles (P) Ltd.	1 Flat at 1 st Floor	1018	400.00
2	Ashraf Ali Khan	1 Godown on Gr Fl.	114	130.00
3	National Aromatic Co.	1 Office + Lab on the 1 st Fl.	1095	400.00
4	Ralson Cycles (P) Ltd.	1 Godown on the Gr. Fl	587	150.00
5	Sirish S. Naik	1 Flat on 1 st Floor	940	225.00
6	Bharat S. Naik	1 Room on 1 st Floor	452	215.00
7	Industrial Printing Works	1 Godown on Gr Fl	1320	500.00
8	Industrial Printing Works	Open space 4' x 3' on Gr. Fl	12	25.00
9	Industrial Printing Works	Open space 4' x 10' on Gr. Fl	40	25.00
10	Machine Tools Impex	1 Godown on Gr. Floor	100	400.00
11	Vijay Kr. Beriwal	1 Room on Gr. Floor	128	75.00
12	Mrs. D. P. Mehta	1 Flat on 1 st Floor	373	150.00
13	Progressive Packaging	1 Room on Gr. Floor	931	330.00
14	Crescent Paper Waxers	1 Room on Gr. Floor	1361	50.00
15	Navinchandra V Mehta	1 Room on the 1 st Floor	228	120.00
16	Chemico	1 Room on the 1 st Floor	228	100.00
17	P. K. Paul	1 Room on the 1 st Floor	100	50.00
18	Chandrakant B. Mehta	1 Flat on the 1 st Floor	534	230.00
19	Md. Sultan	1 Small room on the Gr. Fl.	60	50.00
		TOTAL AREA & RENT	9621	3625.00

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Suzochana Agarwal

THE THIRD SCHEDULE ABOVE REFERRED TO:**CONSTRUCTION SPECIFICATIONS & DETAILS**

Structure	RCC framed structure with anti termite treatment in the foundation.
Interior Walls	Conventional brickwork with mortar plaster and finished with Wall Putty / Normal POP Finish for Tenants.
Windows	Aluminum Sliding Windows with provision for window Air Conditioner where ever possible.
Doors	Quality Flush Doors on main entrance with outside portion matching with outside lobby decor with quality lock fitting. Ordinary quality doors for tenants
Flooring	Vitrified tiles of reputed brand / Neat Cement for Tenants
Ground & Common Lobbies	Well decorated lobby
Electrical	Concealed wiring using flame retardant wires upto the said Unit. (i. e. Main Line only)
Water Supply	Common filtered water supply of the KMC through outlets in common toilets and common drinking water outlets on each floor.
Lift	One no of 8 to 10 passenger lift of KONE make or equivalent brand.
Specials	One Common toilet at each floor.
Common lighting	Overhead illumination for compound and street lighting

However, the aforesaid facilities and specifications may be amended, altered or changed for the betterment or improvement of the project and as per the instructions of the Architect of the Project.

Please Note: Proportionate Costs for Transformer, Generator, C.C.T.V Camera or any other additional facilities shall be extra.

Also that the proportionate costs for installation of transformer will be borne by the Owner for their allocated area only and only if a transformer had to be installed in the premises. Any other case, the charges of electric installation (apart from separate sub-meter charges) will be part of the Cost of Construction.

Dr. UMA PROPERTIES
Suzochana Agarwal
Partner

For SHREE KRISHNA CONSTRUCTION
Sipak Yaduka
Partner

Bimla Devi Agarwal
Bela Devi Agarwal
Suzochana Agarwal

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

SIGNED SEALED AND DELIVERED

By the OWNERS the said UMA PROPERTIES,

For UMA PROPERTIES
Sulochana Agarwal

Through its authorized signatory

Partner

at Kolkata in the presence of:

1. Lakhindar Prasad
481F, Seemee Lane
KOL-42
2. Abhishek Agarwal
47, Hindustan Park,
Kolkata - 700029

SIGNED SEALED AND DELIVERED

By the DEVELOPERS the said SHREE

KRISHNA CONSTRUCTION, Through

its authorized signatory at Kolkata

in the presence of:

For SHREE KRISHNA CONSTRUCTION

Dipak Yadava

Partner

1. Lakhindar Prasad

2. Abhishek Agarwal

SIGNED SEALED AND DELIVERED

By the CONFIRMING PARTIES

at Kolkata in the presence of:

1. Lakhindar Prasad


1. Bimla Devi Agarwal

2. Bela Devi Agarwal

2. Abhishek Agarwal

3. Sulochana Agarwal

Drafted by me.


(S. K. Kanodia)
Advocate.