

# भारतीय गैर न्यायिक

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TEN  
RUPEES  
Rs.10

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বাংলা WEST BENGAL

1194/19.

29AB 194644

Serial No. 1194 dt. 27/02/19. 1-25  
BK No. Vol. No. Pages to  
Being No. 8361 Year: 2006  
Cartridge Paper tested  
Copying Fee estimated  
Copying Fee charged  
Tracing Charge for Map or Plan  
Xeroxing Charges

Under Article 7 (1) & 8 (3)  
Under Article 9 (a) & 10 (a)  
Value of Map  
Value of G. S. P.  
Value of C. S. P.  
Cost of Map  
Cost of G. S. P.  
Total Cost of G. S. P.  
Copy Prepared  
Sealed and  
As per Order No.

4.00  
10.00  
10.00  
187.00  
211.00

Record Keeper  
Registrar of Assurances-1  
Kolkata

Additional Registrar  
Assurances-1, Kolkata

27/02/19.

38092

30 JAN 2019

No.....Rs. **10/-** Date.....

Name:.....

Tapati Sarkar

Address:.....

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)

**SUBHANKAR DAS**

**STAMP VENDOR**

Alipur Police Court, Kot-27

Advocate  
High Court  
Calcutta

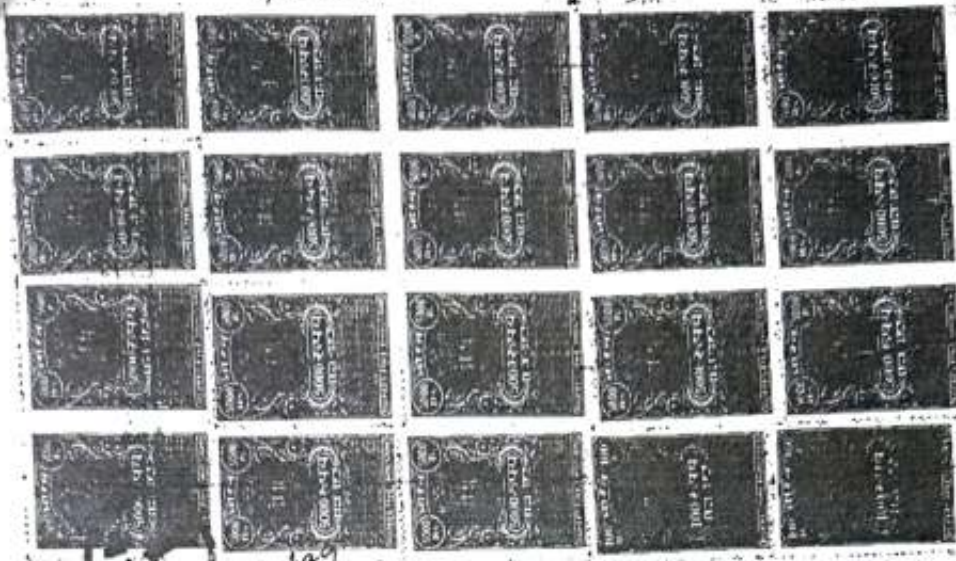




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29/12/03  
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PEKAPA COLLECTORAT

ADDITIONAL REGISTRAR  
ASSURANCE-I, KOLKATA

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Subsequently realised Additional Registrar of  
Case No. --- vide Bo. Assurances-1, Kolkata.

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THIS INDENTURE made this 3<sup>rd</sup> day of July Two Thousand and Three  
BETWEEN KARNANI ESTATES LIMITED an existing Company within the meaning of  
the Companies Act, 1956 having its Registered Office at No.52A Shakespeare Sarani,

81) 240  
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*Binod Agrawal*

Presented for registration  
 Presented by Binod Agrawal  
 9/3/2013  
 City of Kolkata  
 12/25/2013  
 Binod Agrawal  
 12/25/2013

For Lexus Motors Ltd.  
*Binod Agrawal*  
 Director

*Amresh*  
 30/12/10  
 Binod Agrawal director for  
 Lexus Motors Ltd.  
 Rajendra Prakashan Director  
 for Karmati Estates Ltd.  
 and Rightway Trading Company  
 Pvt Ltd.  
 Mahesh Karmati director  
 for Karmati Estates Ltd  
 and Copper Emporium  
 Pvt Ltd. all at 78 Kiron  
 Chowk, Ray, Cal. 741 1

For KARNATI ESTATES LIMITED  
*Rajendra Prakashan*  
 Director

For KARNATI ESTATES LIMITED  
*Mahesh Karmati*  
 Director  
 (MAHESH KARNATI)

For RIGHTWAY TRADING COMPANY PRIVATE LIMITED  
*Rajendra Prakashan*  
 Director

*Amresh Karmati*  
 (AMRESH KARNATI)

*I demitify by*  
 Avinash Karmati  
 816 Rajendra Prakashan  
 52/A Sheela Nagar  
 Baran, Cal. 700 17  
 Business

*Amresh*  
 Avinash Karmati  
 52/A Sheela Nagar, Kolkata  
 30/12/13

Kolkata-700017 hereinafter referred to as "the **VENDOR**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and/or assigns) of the **FIRST PART AND (1) RIGHTWAY TRADING COMPANY PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 and having its Registered Office at No.52A Shakespeare Sarani, Kolkata 700017 and **(2) COPPER EMPORIUM PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 and having its Registered Office at No.52A Shakespeare Sarani, Kolkata 700017 hereinafter jointly referred to as "the **CONFIRMING PARTIES**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successor or successors-in-office and/or assigns) of the **SECOND PART AND LEXUS MOTORS LIMITED** an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at No.209 Acharya Jagdish Chandra Bose Road, Kolkata 700017 hereinafter referred to as "the **PURCHASER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and/or assigns) of the **THIRD PART:**

**WHEREAS:**

- A. One Rai Bahadur Seth Sukhlal Karnani was fully seized and possessed of, amongst other properties, the land hereditaments messuages tenements buildings structures at premises No.209 Lower Circular Road, within the Municipal limits of the town of Calcutta and being seized and possessed of the said premises No.209 Lower Circular Road, Calcutta the said Rai Bahadur Seth Sukhlal Karnani in or about the year 1940 constructed a partly six storeyed and partly seven storeyed building on the Southern portion thereof abutting on two Municipal roads Lower Circular Road and West Range.
- B. The said Rai Bahadur Seth Sukhlal Karnani was holding, amongst other properties, the said premises No.209 Lower Circular Road within the Municipal town of Calcutta as the Karta of Hindu Mitakshara Joint Family governed by the Mitakshara School of Hindu Law consisting of himself, his only son Rai Saheb Chandanmull Karnani and four grandsons namely Indra Kumar Karnani, Shew Kumar Karnani, Bejoy Kumar Karnani and Suraj Kumar Karnani all sons of the said Rai Saheb Chandanmull Karnani.
- C. On or about 2nd February 1943, the said Rai Saheb Chandanmull Karnani died, intestate.
- D. On or about 22nd June 1946, the said Rai Bahadur Seth Sukhlal Karnani, the Karta of the aforesaid Hindu Mitakshara Joint Family died, intestate and upon his death the said Indra Kumar Karnani being the eldest male member of the said Hindu Mitakshara Joint family became the Karta and Manager thereof.
- E. In order to perpetuate the memory of two illustrious ancestors of the said Joint family viz. Rai Bahadur Seth Sukhlal Karnani and Rai Saheb Chandanmull Karnani, the said

Handwritten signature and initials in ink, appearing to be 'Rai Bahadur Seth Sukhlal Karnani' and 'Rai Saheb Chandanmull Karnani'.

For COPPER EMPORIUM PRIVATE LIMITED

*[Signature]*  
Director

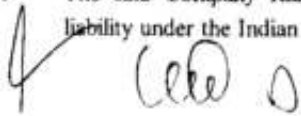
*Adinath Karmali*  
(NINASH KARMALI)  
S/O MR. GASENDRA K.R. KARMALI.  
52/A Sakinaka Samsi  
Kolkatta - 700012,  
Orissa, Business.

*Am*  
Karmali Brothers  
Kolkatta - 700012



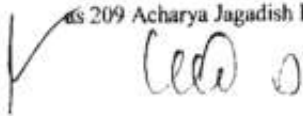
Indra Kumar Karnani as the Karta and Manager of the said Hindu Mitakshara Joint Family executed a Deed of Trust dated 29<sup>th</sup> June 1946 and registered in Book No.1 Volume No.79 at Pages 165 to 174 Being No.2326 for the year 1946 at the office of the Registrar of Assurances, Calcutta thereby creating a trust for Charitable purposes under the name and style of Rai Bahadur Seth Sukhlal Chandanmull Karnani Trust (hereinafter for the sake of brevity referred to as "the SAID TRUST") and transferring and assuring the said premises No.209 Lower Circular Road, Calcutta upon trusts unto the Trustees therein, namely the said Indra Kumar Karnani and Shew Kumar Karnani and one Seth Govindlal Bangur, for a period of 20 years from 1<sup>st</sup> July 1946 for the objects intents and purposes therein mentioned and declared, i.e. to say to use the rents issues and profits for charitable and religious purposes.

- F. In the year 1949, the said Bejoy Kumar Karnani one of the members of the said Hindu Mitakshara Joint Family instituted a Suit in the Honourable High Court at Calcutta in its Ordinary Original Civil Jurisdiction against the said Indra Kumar Karnani and other members of the said Hindu Mitakshara Joint Family for declaration of his share in the properties both moveable and immoveable of the said Hindu Mitakshara Joint Family and for partition and division of the properties of the said Hindu Mitakshara Joint Family and the said Suit was registered as Suit No.1897 of 1949.
- G. On or about 24<sup>th</sup> May 1949, a son was born to the said Bejoy Kumar Karnani named Chandra Kumar Karnani and thereafter the said Chandra Kumar Karnani was added as a plaintiff in the said Suit No.1897 of 1949.
- H. On or about 28<sup>th</sup> January 1950, the said Suit No.1897 of 1949 was finally disposed of by passing a Consent Decree in accordance with the Terms of Settlement filed therein with a direction that the same ought to be carried out and whereby and whereunder the said Bejoy Kumar Karnani and his branch separated from the said Hindu Mitakshara Joint Family but the other members continued to be the members of the said Hindu Mitakshara Joint Family of which the said Indra Kumar Karnani continued to be the Karta and Manager.
- I. By and under the Terms of Settlement filed in the said Suit No.1897 of 1949 and in accordance whereof the said Suit was finally disposed of by passing a decree as recited hereinabove, the parties to the said Suit agreed amongst themselves to form a private company of limited liability under the name and style of Karnani Estates Limited (the Vendor herein) with an authorised capital of Rs.50,00,000.00, for acquiring the properties of the said Hindu Mitakshara Joint Family mentioned in Schedule "C" to the Terms of Settlement set forth in the Schedule annexed to the said consent decree dated 28<sup>th</sup> January 1950 (which included, inter alia, the said premises No.209 Lower Circular Road, Calcutta erroneously stated therein as premises No.52/1 Theatre Road, Calcutta) for a consideration of Rs.10,00,000.00 to be paid and satisfied in the manner mentioned in the said Terms of Settlement.
- J. The said Company Karnani Estates Limited was duly incorporated with limited liability under the Indian Companies Act, 1913 on 30<sup>th</sup> January 1950 with the objects,



interalia, of acquiring by purchase or otherwise amongst other properties, the said premises No. 209 Lower Circular Road, Calcutta.

- K. Pursuant to the said Decree dated 28<sup>th</sup> January 1950 passed in the said Suit, the said Indra Kumar Karnani, Karta and Manager of the said Continuing Hindu Mitakshara Joint Family consisting of himself, his minor sons Jai Kumar Karnani, Rajendra Kumar Karnani and Mahendra Kumar Karnani and his said brothers the said Shew Kumar Karnani and Suraj Kumar Karnani (then a minor) and the said Bejoy Kumar Karnani for self and as father and natural guardian of his minor son the said Chandra Kumar Karnani by an Agreement dated 30<sup>th</sup> January 1950 confirmed and acted upon the said Terms of Settlement, by agreeing to convey transfer and assign, to the said Company Karnani Estates Limited, amongst other properties, the said premises No.209 Lower Circular Road, Calcutta subject to the rights of the said Trust.
- L. A copy of the said Agreement was duly filed with the Registrar of Joint Stock Companies, West Bengal pursuant to the provisions of the Indian Companies Act, 1913 by the said Indra Kumar Karnani as Karta and Manager of and representing the said continuing Hindu Mitakshara Joint Family.
- M. The Vendor has duly paid in full the consideration due and payable by it to the Vendors to the said agreement daed 30th January 1950 for transfer of, amongst other properties, the said premises No. 209 Lower Circular Road, Calcutta in the manner stated in the said Terms of Settlement.
- N. By a Deed of Release and Confirmation dated 20<sup>th</sup> March 1950 made between the said Bejoy Kumar Karnani and Chandra Kumar Karnani, a minor represented by his father and natural guardian Bejoy Kumar Karnani of the One Part and the said Indra Kumar Karnani, Karta and Manager of the said continuing Hindu Mitakshara Joint Family consisting of himself, his said three minor sons and his brothers the said Shew Kumar Karnani and minor brother Suraj Kumar Karnani of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No.I Volume No.37 Pages 1 to 138 Being No.795 for the year 1950, the parties thereto released and transferred and confirmed and ratified the transfer of, amongst other properties, the said premises No.209 Lower Circular Road, Calcutta to the said Karnani Estates Limited subject to the rights of the said Trust.
- O. In view of the transfer as aforesaid in compliance of the hereinbefore partly recited Decree dated the 28<sup>th</sup> January 1950 passed in the said Suit No.1897 of 1949, amongst other properties, the said premises No.209 Lower Circular Road, Calcutta became the exclusive property of the Vendor herein subject to the rights of the said Trust and both the branches of the said Hindu Mitakshara Joint Family, one being represented by the said Indra Kumar Karnani and the other being represented by Bejoy Kumar Karnani as aforesaid, became divested thereof.
- P. Since about 1960, the said premises No.209 Lower Circular Road, Calcutta is known as 209 Acharya Jagadish Bose Road, Calcutta.





- Q. Upon the said Trust coming to an end with the expiry of 1<sup>st</sup> July 1966, the then Trustees thereof handed over possession of the said premises No.209 Acharya Jagadish Bose Road, Calcutta to the Vendor herein and ever since the said Trust coming to an end as aforesaid, the Vendor has been absolutely and completely freed discharged exonerated from the said Trust and from each and all the objects intents and purposes thereof.
- R. At the request of the Vendor to the then Trustees of the said Trust to execute and register a formal deed of reconveyance and/or transfer and/or release in respect of the said premises No.209 Acharya Jagadish Bose Road, Calcutta confirming the title of the Vendor to the said premises, by an Indenture dated 15<sup>th</sup> September 1973 and registered with the Registrar of Assurances, Calcutta in Book No.I Volume No.222 Pages 135 to 144 Being No.6306 for the year 1973, the then Trustees of the said Trust transferred reconveyed and released the said premises No.209 Acharya Jagadish Bose Road, Calcutta to the Vendor herein confirming the Vendor's title thereto as the absolute owner thereof.
- S. For further better and more perfectly assuring the title of the Vendor herein, amongst other properties, to the said premises No.209 Acharya Jagadish Bose Road, Calcutta, the Vendor herein from time to time obtained from the respective co-parceners and/or members for the time being of all the three branches of the said Hindu Mitakshara Joint Family (namely Indra Kumar Karnani, Shew Kumar Karnani and Suraj Kumar Karnani) all separated from each other, various releases and confirmations in respect of, amongst other properties, the said premises No.209 Acharya Jagadish Bose Road, Calcutta by and under various Deeds of Release and Confirmation, particulars whereof are mentioned hereinbelow:-
- i) Indenture dated the 12<sup>th</sup> December, 1972 made between Shew Kumar Karnani as the Releasor and the Vendor herein as the Releasee and registered with the District Registrar, 24-Parganas in Book No.I Volume No.36 at Pages 208 to 215 Being No.1012 for the year 1973.
  - ii) Indenture dated the 12<sup>th</sup> December, 1972 made between Jai Kumar Karnani, Karta and Manager of the Hindu Joint Family consisting of himself and his brothers Mahendra Kumar Karnani and Rajendra Kumar Karnani and the said Mahendra Kumar Karnani and Rajendra Kumar Karnani as the Releasors and the Vendor herein as the Releasee and registered with the District Registrar, 24-Parganas in Book No.I Volume No.36 at Pages 216 to 223 Being No.1032 for the year 1973.
  - iii) Indenture dated the 12<sup>th</sup> September, 1973 made between Suraj Kumar Karnani, Karta and Manager of the his Hindu Undivided Family consisting of himself and his minor sons Basant Karnani, Alok Karnani and Bikram Karnani as the Releasor and the Vendor herein as the Releasee and registered with the

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-Registrar of Assurances, Calcutta in Book No.1 Volume No.191 at Pages to 249 Being No.5406 for the year 1973.

or herein thus became the full and absolute owner of the said premises Acharya Jagadish Bose Road, Calcutta containing an area of 2 Bighas 17 Chittacks and 4 Square feet more or less together with, interalia, the said and partly seven storeyed building thereon commonly known and called as "KARNANI ESTATE" (hereinafter for the sake of brevity referred to as "the SAID ESTATE").

Deed of Partnership dated 24th December 1983 made between Karnani Estates the Vendor herein, therein referred to as the Party of the First Part, Gajendra Kumar Karnani son of Shew Kumar Karnani residing at 52A Shakespeare Sarani, Calcutta therein referred to as the Party of the Second Part and Mahesh Karnani son of Shew Kumar Karnani residing at 52A Shakespeare Sarani, Calcutta therein referred to as the Party of the Third Part, the parties thereto agreed to carry on business in co-partnership with each other under the name and style of Karnani Estate & Company Limited, having its registered office at 52A Shakespeare Sarani, Calcutta 700017 on and with effect from 1st December 1983 and the Vendor herein originally brought in and/or threw into the said firm as its share of initial capital contribution the said No.209 Acharya Jagadish Bose Road, Calcutta (including the building popularly known as "Karnani Estate" but excluding the two buildings, one at the piece or parcel of land measuring 1 Cottah 4 Chittacks more or less and lying at the north-west corner of the said premises and the other situated at the piece or parcel of land measuring 2 Cottahs 15 Chittacks and 10 Square Feet more or less and lying at the north-east corner of the said premises) which with the commencement of the partnership business became part of the partnership assets and liabilities of the partnership.

with effect from 1st April 1997 the Vendor herein and the said Gajendra Kumar Karnani and Mahesh Karnani, the then partners of the said partnership firm (i) Rightway Trading Company Private Limited, a Company having its registered office at 52A Shakespeare Sarani, Calcutta and (ii) Copper Emporium Private Limited, a Company having its registered office at 52A Shakespeare Sarani, Calcutta, as partners into the said firm Karnani Estate & Company and all the said five partners carried on and continued to carry on business in co-partnership with each other under the same name and style of Karnani Estate & Company on the terms and conditions contained in the Reconstituted Deed of Partnership dated 1st April, 1997 between all the said five partners.

Deed of Dissolution of Partnership dated 30th November 1997 made between the said five partners namely Karnani Estates Limited (the Vendor herein) of the First Part, Gajendra Kumar Karnani of the Second Part, Mahesh Karnani of the Third Part, Rightway Trading Company Private Limited of the Fourth Part and Copper Emporium Private Limited of the Fifth Part and registered with the Additional District Registrar, Sealdah, South 24 Parganas in Book IV, Being No.990 for the year

(100)



1997, the parties thereto by mutual consent dissolved the said partnership and upon such dissolution the Vendor herein, being the First Party thereto, became absolutely entitled, amongst other properties, to **ALL THAT** the Office Block situated in the middle portion (being the entire portion lying between the two staircases) in the ground floor of the said building '**Karnani Estate**' at the said premises No.209 Acharya Jagadish Bose Road, Kolkata containing a total covered area of 11,115 Square feet more or less as delineated in the Plan annexed hereto duly bordered thereon in "**BLUE**" (and hereinafter referred to as "**the LARGER OFFICE BLOCK**") then under the tenancy of Messrs. Goodyear (India) Limited at the monthly rental of Rs.3,105.00 **TOGETHER WITH** proportionate undivided share right title and interest in the land whereupon the said building is standing **and also** in the common areas spaces facilities services installations items fittings fixtures etc., described therein as its separate and exclusive property to the exclusion of the remaining four partners of the said dissolved firm.

- X. The Vendor agreed to sell and transfer and the Confirming Parties agreed to purchase **ALL THAT** a divided and demarcated portion on the western side of the said Larger Office Block situate in the Ground floor of the said building "**Karnani Estate**" at a portion of the said premises No.209 Acharya Jagadish Bose Road, Kolkata containing a covered area of 1,823 Square Feet more or less fully described in the **SCHEDULE** hereunder written and delineated in the plan annexed hereto duly bordered thereon in "**RED**" (and hereinafter for the sake of brevity referred to as "**the SAID UNIT**") free from all encumbrances and liabilities whatsoever **subject however** to the tenancy of the said Goodyear India Limited, at the apportioned rent of Rs.505.00 (Rupees five hundred and five) only per month, at or for the total consideration of Rs.2,00,000.00 (Rupees two lacs) only.
- Y. The said tenant Goodyear India Limited quit and vacated the said Unit after dividing and demarcating the same by erecting boundary walls separating the said Unit from the remaining portion of the Larger Office Block and delivered complete vacant peaceful possession of the same to the Confirming Parties with the consent and concurrence of the Vendor and since then, the Confirming Parties are in khas and exclusive possession of the said Unit.
- Z. The Confirming Parties, with the consent and concurrence of the Vendor herein as is also reiterated and reconfirmed by the Vendor, nominated the Purchaser herein to the Vendor, to complete the purchase of and to own the said Unit from the Vendor in place and stead of and as the nominee of the Confirming Parties which nomination the Vendor duly accepted. The Purchaser has duly reimbursed to the Confirming Parties the entire consideration of Rs.2,00,000.00 (Rupees two lacs) only paid by the Confirming Parties to the Vendor and also paid the entire agreed nomination charges and profit of Rs.43,00,000.00 (Rupees forty-three lacs) only payable by the Purchaser to the Confirming Parties and the Confirming Parties have put the Purchaser in peaceful vacant possession of the said Unit.

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- AA. The Vendor is now completing the sale of the said Unit in favour of the Purchaser by executing these presents and the Confirming Parties have joined in as a party to and executing these presents thereby concurring confirming and assuring such conveyance in favour of the Purchaser.

**I. NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and nomination and in consideration of the sum of Rs.2,00,000.00 (Rupees two lacs) only of the lawful money of the Union of India in hand and well and truly by the Purchaser to the Vendor paid through the Confirming Parties at or before the execution hereof (the receipt whereof the Vendor doth hereby as well as by the Receipt and Memo of Consideration No.1 hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchaser as also the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) and in further consideration of Rs.43,00,000/= (Rupees forty-three lacs) only by the Purchaser to the Confirming Parties paid at or before the execution hereof (the receipt whereof the Confirming Parties do and each of them doth hereby as well as by the Memo of Consideration No.2 hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchaser and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendor doth hereby grant sell convey transfer assign and assure and the Confirming Parties do and each of them doth hereby concur confirm assure and release unto and to the Purchaser **ALL THAT** the divided and demarcated Office Block situated in the middle portion (being the portion abutting the first staircase if moving from west to east) in the ground floor of the building '**Karnani Estate**' situate at a portion of premises No.209 Acharya Jagadish Bose Road, Kolkata (facing municipal road known as West Range and having access thereto from the said West Range) and containing a total covered area of 1823 Square feet more or less morefully and particularly mentioned and described in the **SCHEDULE** hereunder written and delineated in the Plan annexed hereto duly bordered thereon in "**RED**" and hereinafter for the sake of brevity referred to as "**the SAID UNIT**" **TOGETHER WITH** proportionate undivided right, title and interest and share in the land lying underneath the said partly six and partly seven storeyed building "**Karnani Estate**" situate at the said premises No.209 Acharya Jagadish Bose Road, Kolkata (such proportionate share being the proportion in which the covered area of the said Unit bears to the total covered area of all the Flats, Units and other constructed areas capable of independent and exclusive use and enjoyment for the time being in the said building) **TOGETHER WITH** the full and free and uninterrupted rights and liberties to the Purchaser and all persons authorised by the Purchaser at all times hereafter of using and enjoying the existing pipelines, water pipelines, water mains, electrical and telephone wiring and cables, sewers and drains and the facilities of passage of water waste and soil from and/or to the said Unit for the beneficial use occupation and enjoyment of the said Unit and also the rights and liberties of laying new pipelines, water pipelines, water mains, gas pipelines, electrical wiring and cables, telephone lines, sewers and drains (if permissible under the law) under the driveway/passageway situate on the north of the said building '**Karnani Estate**' or otherwise directly from any adjacent public road for taking new and direct water, electricity, gas, telephone connections/facilities to the said Unit and also for taking new drainage and sewage connections (if permissible under the law) to the toilets



privies already existing and/or as may be constructed in future by the Purchaser inside the said Unit for the beneficial use occupation and enjoyment of the said Unit and to dig out and open the said passage/driveway for the purpose aforesaid upon intimation to the Vendor and upon completion of such work to restore the same in its former state and condition entirely at its own costs expenses charges deposits fees whatsoever **TOGETHER AND FURTHER WITH** all rights privileges vertical and lateral supports appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit and necessary for the beneficial use and enjoyment thereof and also the right of protection of the said Unit by or from all parts of the said building so far as they now protect the same **AND** reversion or reversions, remainder or remainders and all rents, issues and profits of and in connection with the said Unit **AND ALL** the estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendor unto out of or upon the said Unit hereby sold conveyed and transferred and the rights hereby granted or expressed or intended so to be **TO HAVE AND TO HOLD** the same unto and to the use of the Purchaser absolutely and forever free from all encumbrances mortgages charges leases tenancies occupancy rights liens lispendens attachments trusts liabilities restrictions restrictive covenants acquisition requisition and alignment whatsoever or howsoever.

**II. THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER** as follows:

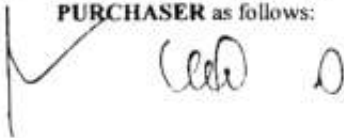
- (a) **THAT** notwithstanding any act deed matter or thing by the Vendor or its predecessors in title done executed or knowingly permitted or suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Unit hereby sold conveyed transferred assigned and assured and the rights hereby granted or expressed or intended so to be without any manner of encumbrances charges condition use trust or any other thing whatsoever to alter defeat encumber or make void the same;
- (b) **AND THAT** the interest which the Vendor doeth hereby profess to transfer subsists and that the Vendor hath good right, full power, absolute authority and indefeasible title to sell, grant, convey, transfer, assign and assure all and singular the said Unit hereby granted, sold, conveyed, transferred, assigned and assured and the rights hereby granted or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents;
- (c) **AND THAT** it shall be lawful for the Purchaser from time to time and at all times hereafter to enter into upon hold use possess and enjoy the said Unit hereby granted sold conveyed and transferred or expressed or intended so to be and receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrance, claim or demand or disturbance whatsoever from or by the Vendor or any person or persons having or lawfully rightfully or equitably claiming through under or in trust for the Vendor or its predecessors-in-title or the Confirming Parties or any of them subject to payment of maintenance charges and other dues, if any, in the manner herein stated;

Handwritten signature and initials, including a large 'H' and 'U' followed by a circle.



- (d) **AND THAT** the said Unit hereby granted sold conveyed and transferred or expressed or intended so to be now is free from all claims demands encumbrances liens attachments leases tenancies occupancy rights restrictions restrictive covenants lispendens uses debutters or trusts made or suffered by the Vendor or any person or persons claiming as aforesaid or the Confirming Parties.
- (e) **AND THAT** the Purchaser shall be and remain free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and effectually saved defended kept harmless and indemnified of from and against all and all manner of former and other estate right title interest liens charges encumbrances leases tenancies occupancy rights restrictions restrictive covenants attachments lispendens uses debutters trusts claims and demands whatsoever created made done or occasioned or suffered by the Vendor or any person or persons having or lawfully rightfully or equitably claiming through under or in trust for the Vendor or its predecessors-in-title or the Confirming Parties or any of them.
- (f) **AND THAT** the Vendor and the Confirming Parties and all person or persons having or lawfully rightfully or equitably claiming any estate right title or interest in the said Unit hereby granted sold conveyed and transferred or expressed or intended so to be or in any part thereof through under or in trust for the Vendor or its predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs charges and expenses of the Purchaser do and execute or cause to be done and executed all such lawful acts deeds and things for further better and more perfectly assuring the same unto and to the use of the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.
- (g) **AND ALSO THAT** the Vendor shall and will from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable request and at the costs charges and expenses of the Purchaser produce or cause to be produced to the Purchaser or its agent or agents or any person or persons as the Purchaser may direct or appoint or in any suit, trial or proceeding or otherwise the documents-of-title relating to the said Unit (including those hereinbefore recited relating to the said premises No.209 Acharya Jagadish Bose Road, Kolkata) and will permit such documents of title to be examined, inspected and given in evidence and will also at the like request and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents-of-title as may be required by the Purchaser and will at all times hereafter keep such documents-of-title safe unobliterated and uncanceled.
- (h) **AND FURTHER THAT** the Vendor has not concealed or suppressed any material defect in the title of the Vendor to the said Unit.

**III. AND THE VENDOR DOTH HEREBY DECLARE AND ASSURE THE PURCHASER as follows:**








- i) **THAT** the said Unit or any portion thereof or the rights hereby granted is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authority or the Estate Duty authority or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever and there is no certificate case or proceeding against the Vendor for realisation of the arrears under the Public Demands Recovery Act or any other Acts under the revenue laws for the time being.
- ii) **AND THAT** as far as the Vendor is aware the said Unit or any portion thereof is not affected by any notice or scheme of alignment of the Kolkata Improvement Trust or the Kolkata Municipal Corporation or the Metro Railways or the Kolkata Metropolitan Development Authority or the Government or any other public Body or Authorities.
- iii) **AND ALSO THAT** as far as the Vendor is aware no declaration has been made or published for acquisition or requisition of the said Unit or any part or portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Unit hereby sold conveyed and transferred or any portion thereof is not affected by any notice of acquisition or requisition under any Act or case whatsoever save and except the Suit No.379 of 1976 filed by the Tenants of the said building against the Vendor herein (Yogendra Prakash Dewan & others -Vs- Karnani Estates Limited and others) in the High Court at Calcutta and the proceedings arising thereunder, inter alia, for declaration that the tenants of the said building are entitled to free use of lift, electricity, water etc.
- iv) **AND FURTHER THAT** the tenancy of the said Messrs. Goodyear India Limited stood absolutely extinguished with complete cessation of all and whatever right or interest whatsoever or howsoever of the said Messrs. Goodyear India Limited in or in anyway relating to the said Unit and full and final settlement and discharge of all their claims and the Vendor and the Confirming Parties shall indemnify and keep the Purchaser fully saved harmless and indemnified of from and against all losses damages costs claims demands actions or proceedings that the Purchaser may suffer or incur owing to any interference, obstruction or claim whatsoever by the said Messrs. Goodyear India Limited.

**IV. THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR as follows:**


- a) All municipal and other rates and taxes, impositions, levies, duties, cess, water fee, municipal surcharge, if any, etc., payable and accruing due with effect from the date hereof in respect of the said Unit shall be borne and paid by the Purchaser and those payable and accruing due for the period prior to the date hereof shall be borne and paid by the Vendor and each party shall always

indemnify and keep the other saved harmless and indemnified in respect of their respective liabilities.

- b) The Purchaser shall at the earliest and at its own costs charges and expenses apply for and have the said Unit separately mutated and assessed by the Kolkata Municipal Corporation for the purpose of determination of its liability for payment of municipal rates and taxes in respect of the said Unit.
- c) The Purchaser shall at its own costs charges and expenses make all alterations and additions as be required to be made in the said Unit by the Government or the Kolkata Municipal Corporation or any other statutory authority or body.
- d) To pay to the concerned statutory body or authority wholly in case it be required to be paid in respect of the said Unit or any part thereof and/or user thereof (including for change of user), all betterment or development fee and all other levies, fees and/or penalties charges etc. as may arise accrue or be demanded at any time hereafter in this regard.
- e) The Purchaser shall not claim partition or sub division of the land underneath the said building so long the said building Karnani Estate exists thereat.
- f) The Purchaser hereby agrees to keep the said unit and the common or partition walls, sewers, drains, pipes cables etc. and other fittings and fixtures in or in respect of the said Unit in good and tenantable repair and working order and condition at its own costs, charges, expenses so as to support shelter and protect the other parts of the said building.
- g) The Purchaser shall allow the Vendor with or without workmen (including any staff/officer of any public Utility body or authority) and necessary materials to enter from time to time into the said unit for the purpose of repairing, maintaining and cleaning such common pipes, gutters, drains, sewers, wires, cables and conduits which are lying or being in under, through or over the said Unit so far as may be necessary for the beneficial use and occupation of the other portion or portions of the building **PROVIDED ALWAYS** the Vendor and other person or persons shall have to give to the Purchaser a prior forty eight hours written notice of its intention for such entry as aforesaid (save in emergent situation).
- h) The Purchaser has satisfied itself about the title of the Vendor to the said Unit and found the same to be marketable and has also measured the said Unit and found the same to contain the covered area mentioned in the **Schedule** hereunder written.

V. **AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO** as follows:



- a) Upon being required by the Purchaser to do so, but within a maximum period of 6 months from the date hereof, the Vendor shall arrange for providing a water connection in the said Unit through the existing supply system in the building and at the costs and expenses of the Purchaser. The Purchaser shall be at liberty to apply for and obtain at its own costs, charges and expenses separate direct water connections in the said Unit from the Kolkata Municipal Corporation or any other competent statutory body or authority if the same is allowable in law and for that the Vendor shall fully co-operate with the Purchaser and sign execute and deliver all papers applications etc. as shall be found necessary in this connection.
- b) The Purchaser shall at the earliest apply for and obtain at its own costs expenses deposits etc. direct separate electric meter or meters for the said Unit from the CESC Limited and for that the Vendor shall fully co-operate with the Purchaser and sign execute and deliver all papers applications etc. as shall be found necessary in obtaining such separate electric meter or meters **AND** for a maximum period of 6 months from the date hereof, the Vendor shall subject to force majeure and payment of electricity charges to the Vendor as hereinafter mentioned provide and/or arrange to be provided to the Purchaser in the said Unit reasonable quantum of power (but not exceeding 1 (one) KVA) and the Purchaser shall pay every month to the Vendor charges for the electricity consumed in the said Unit at the same rate, charges, duties, category etc. which shall be payable to CESC Limited and as per reading in the sub-meter installed for the purpose at the cost of the Purchaser. Such payments shall be made by the Purchaser within 7 days of receiving the bill therefor, from the Vendor without any abatement or deduction whatsoever, in default, the Purchaser shall be liable to pay interest on the due amount relating to payment of electricity charges at the same rate and in the manner as be charged by CESC Ltd. to the Vendor.
- c) The Purchaser shall make payment of a sum calculated @ Rs.0.60p. (paise sixty) only per Square Foot per month on the covered area of the said Unit being one thousand eight hundred and twenty three Square feet (super built-up area of the said Unit is two thousand two hundred and seventy-nine Square feet) more or less to the person responsible for maintenance of the said Building and providing services/ facilities to the Purchaser and other occupants thereof as and towards its share of service/maintenance charges for maintenance ~~of the said building~~ of the said building and providing services/utilities to the Purchaser. Such payment shall be made by the Purchaser to the Vendor within the period and in the manner as may be prescribed therefore by the person responsible for maintaining the Building and the said premises as aforesaid. The said maintenance/service charges payable by the Purchaser as aforesaid may be increased from time to time. Notwithstanding anything elsewhere to the contrary herein contained, the Vendor is not liable nor shall be made liable for maintenance management upkeep or administration of the



Building and the said premises and the Vendor shall always remain absolved therefrom.


- d) In case any fire fighting equipment or tubewell is required to be installed at the said building by the Vendor suo moto or at the instance of any Government and/or any concerned statutory authority or authorities body or bodies then in such event the Purchaser shall bear and pay proportionate costs and expenses thereof including the costs for installation thereof.
- e) It is clarified that the Vendor and/or its assigns shall always have the exclusive right title and interest in or to all other areas of the said building and the said premises (save in respect of the said Unit being granted sold, conveyed and transferred to the Purchaser hereby) including the passage on the north of the said building and also including the exclusive right to park cars in such passage and to make additions/alterations and raise further storeys and to make any civil work or construction in the said building and at the premises and to draw connections for all utilities (such as electricity, gas, water, drainage, sewage etc.) from the existing connections, pipes, cables, lines, conduits etc. serving the building and/or the premises and to use enjoy hold and transfer the same to any person or persons at such consideration and/or in such manner and on such terms and conditions as the Vendor may deem fit and proper and the Purchaser shall not raise any objection to any such act or acts of the Vendor. If any consent of the Purchaser is required under the law to exercise the aforesaid rights, the same shall always be deemed to have been given hereunder by the Purchaser.
- f) Notwithstanding anything elsewhere to the contrary herein contained, the Purchaser shall be at liberty to do the following:-
  - i) to open additional and/or new gates and windows in the said Unit on its southern side by breaking walls, if required, at its own costs, charges, expenses, risks and consequences.
  - ii) to construct wooden mezzanine floor therein and for such purpose to make all additions and/or alterations in the said Unit at its own costs, charges, expenses, risks and consequences and to sell transfer and/or otherwise dispose of the same in such manner as the Purchaser may deem fit and proper, but without lowering the ground level of the said Unit.
  - iii) to construct new toilets/privies inside the said Unit at its own costs, charges, risks and consequences and for such purposes to take all necessary connections for utilities of water, drainage and sewerage from and to the existing pipelines, water pipelines, water mains, water and sewerage evacuation pipes etc. in the said premises and/or the said building.

*Ked*


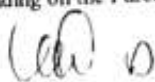
- iv) to divide or sub divide and convert the said Unit into smaller shops, offices, showrooms, restaurants and/or for the purpose of using the same for any other lawful business purposes by constructing partition walls (both temporary and permanent) at its own costs charges expenses risks and consequences and to sell transfer and/or otherwise dispose of the same in such manner as the Purchaser may deem fit and proper.
- v) to open an emergency gate on the northern wall of the said Unit at its own costs and expenses which emergency gate shall be used by the Purchaser sparsely and during emergency **Provided That** the allowing of the Purchaser to open such emergency gate shall not affect or prejudice the rights of the Vendor to allow any person to park motor cars outside the said gate and the Purchaser shall not be entitled to obstruct or interfere with such rights of the Vendor.
- vi) to install and operate separate Generators in the said Unit and the Vendor shall not make or raise any objection with regard thereto.

While doing all or any of the activities mentioned in item Nos. (i) to (vi) hereinabove, the Purchaser shall take all precautionary measures so that the structural stability of the building does not get prejudicially affected or endangered.

- g) The Purchaser shall be at liberty to use the said unit for any lawful business or commercial purposes including shops, showrooms, offices, market, restaurant, eating house, bar, hotel, banquet, auditorium, for holding exhibitions etc. and to display neon signs, sign boards, hoardings, name plates etc. on the outer walls of the said Unit and in case any tax or fee etc. is levied or becomes payable therefor, the same shall be borne and paid wholly by the Purchaser.
- h) The Purchaser shall not raise any objection in case the share, right, title and interest of the Purchaser in the land underneath the said building stands reduced due to reasons of additional construction and/or storey(s) being made by the Vendor or its assigns on the said building.
- i) Though not required, it is, however, clarified that save as otherwise expressly mentioned herein and save those required for availing common facilities, utilities and services of water, electricity, telephone, drainage, sewerage, in terms hereof the Purchaser does not have and shall not have any share, claim, right, title or interest whatsoever in the other portion or portions of the said building and/or the said premises.

 (cc) 0

- j) The Purchaser shall observe fulfil and perform all rules, regulations and bye laws as may be framed from time to time for the maintenance of the Building by the person responsible for the same.
- k) The name of the said building shall always be and remain "**Karnani Estate**" and the same shall not be changed or altered or modified without the prior written consent of the Vendor. It is also clarified that the Association if any formed for the maintenance of the Building and/or the said premises, shall also bear the name "**Karnani Estate**".
- l) It is clarified that the Vendor shall be entitled in all respects to all future vertical and horizontal construction of the said building and the land and all other spaces surrounding the said building and comprised within the said premises and to sell, transfer, assign or otherwise dispose of or deal with the same in such manner and on such terms and conditions as the Vendor in it's sole exclusive and absolute discretion may deem fit and proper and the Purchaser shall not raise any objection to such act or acts of the Vendor. It is clarified that the Vendor shall have no such right of construction or usage on the western side of the said building outside the Purchaser's Unit.
- m) Any delay or omission or indulgence by the Vendor in enforcing the terms hereof or any forbearance or giving of time whatsoever to the Purchaser shall not be construed as a waiver on the part of the Vendor of any of the breaches or non-compliance whatsoever of any of the terms conditions and covenants hereof by the Purchaser nor shall the same in any manner prejudice the rights of the Vendor hereunder.
- n) In this Indenture the following expressions shall have the meaning assigned to them as follows:
  - (i) "**Covered Area**" in relation to the said Unit shall mean the carpet area comprised in the said Unit **and** the entire area under its external walls on the northern and southern sides and part of the external wall on the western side abutting the staircase and the landing **and** one-half of the area under its external walls on the eastern side and part of the external wall on the western side (being the remaining portion of the wall on the western side excluding the portion abutting the staircase and the landing).
  - (ii) "**Proportionate**" or "**Proportionately**" wherever used herein shall according to the context mean the proportion in which the covered area of the said unit bears to the total covered area for the time being of all the flat, units and other constructed areas capable of independent and exclusive use and enjoyment in the said building.
- o) Apportionment of all amounts payable by the Purchaser shall be made by the Vendor reasonably in terms hereof and the same shall be final, conclusive and binding on the Purchaser.



**THE SCHEDULE ABOVE REFERRED TO:**  
(said Unit)

ALL THAT the demarcated Office Block in the ground floor of the building 'Karnani Estate' situate at a portion of premises No.209 Acharya Jagadish Chandra Bose Road, Police Station Beniapukur, Kolkata (facing municipal road known as West Range and having access thereto from the said West Range) and containing a total covered area of 1823 Square feet more or less and delineated in the Plan annexed hereto duly bordered thereon in "RED" and butted and bounded as follows:-

- ON THE NORTH :** Partly by first staircase (if moving from west to east) of the said building 'Karnani Estate' and partly by the space situate on the north of the said building 'Karnani Estate' and owned by the Vendor;
- ON THE SOUTH :** By public Municipal Road known as West Range;
- ON THE EAST :** By the remaining portion of the Larger Office Block.
- ON THE WEST :** Partly by first staircase (if moving from west to east) of the said building 'Karnani Estate' and partly by office space belonging to others.

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

SIGNED SEALED AND DELIVERED on behalf of the withinnamed VENDOR, KARNANI ESTATES LIMITED by both its Directors Shri Gajendra Kumar Karnani and Shri Mahesh Karnani pursuant to the resolution passed in the meeting of its Board of Directors held on 26th December, 2003 who in token of acceptance thereof have executed these presents and have also put their respective finger prints at Kolkata in the presence of:






for KARNANI ESTATES LIMITED

*Gajendra Kumar Karnani*  
Director

*Mahesh Karnani*  
Director  
(MAHESH KARNANI)






(Gajendra Kumar Karnani)

(Fingerprints of the above Executant)

				
Little	Ring	Middle	Fore	Thumb
(Left Hand)				

*Pankaj Shrivastava*  
Advocate  
High Court, Kolkata

*Sarvagya*  
Advocate  
High Court  
Calcutta  
30/12/2003

				
Thumb	Fore	Middle	Ring	Little

(Right Hand)






For KARNANI ESTATES LIMITED

Director




Director

(Mahesh Karnani)

(Fingerprints of the above Executant)

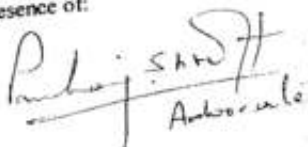
				
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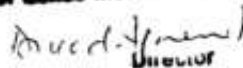
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**EXECUTED AND DELIVERED**  
on behalf of the withinnamed  
**PURCHASER, LEXUS MOTORS**  
**LIMITED** by its Director **Shri**  
**Binod Agarwal** pursuant to the  
resolution passed in the meeting of  
its Board of Directors held on  
22nd December 2003 who in token  
of acceptance thereof has executed  
these presents and has also put his  
finger prints at **Kolkata** in the  
presence of:

  
Ambassador




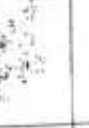

Nimban  
Sara Dg  
Ambassador  
20/12/03

For Lexus Motors Ltd.






  
Director

(Binod Agarwal)

(Fingerprints of the above executant)

				
Little	Ring	Middle	Fore	Thumb

(Left Hand)

				
Thumb	Fore	Middle	Ring	Little

(Right Hand)

SIGNED SEALED AND  
DELIVERED on behalf of the  
withinnamed CONFIRMING  
PARTIES, (1) RIGHTWAY  
TRADING COMPANY PRIVATE  
LIMITED by its Director Shri  
Gajendra Kumar Karnani pursuant to the  
resolution passed in the meeting of its  
Board of Directors held on  
26<sup>th</sup> December, 2003 and (2)  
COPPER EMPORIUM PRIVATE  
LIMITED by its Director Shri  
Mahesh Karnani pursuant to the  
resolution passed in the meeting of its  
Board of Directors held on  
26<sup>th</sup> December, 2003 who and  
each of whom in token of acceptance  
thereof have executed these presents  
and have also put their respective finger  
prints at **Kolkata** in the presence of:

Pankaj Shrivastava  
Advocate  
Kolkata





Nimban Sarangi  
Advocate  
30/12/03

FBI RIGHTWAY TRADING COMPANY PRIVATE LIMITED





Gajendra Kumar Karnani  
Director

(Gajendra Kumar Karnani)

(Fingerprints of the above Executant)








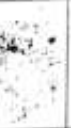



				
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(Left Hand)

				
Thumb	Fore	Middle	Ring	Little

(Right Hand)



For COPPER EMPORIUM PRIVATE LIMITED				
				
Director				
(Mahesh Karnani)				
(Fingerprints of the above Executant)				
				
Little	Ring	Middle	Fore	Thumb
(Left Hand)				
				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

**RECEIPT AND MEMO OF CONSIDERATION NO.1:**

RECEIVED of and from the withinnamed Purchaser through the Confirming Parties the withinmentioned sum of Rs.2,00,000.00 (Rupees two lacs) only being the consideration in full payable to the Vendor under these presents as per memo written hereinbelow:

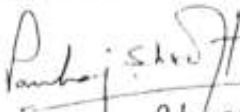
**MEMO OF CONSIDERATION NO.1:**

- 1) By Cheque No. 260962 dated 14.10.2003 of ABN Amro Bank, 9 Indira Exchange Place Branch, Rs. 1,00,000.00 for...
- 2) By Cheque No. 992660 dated 14.10.2003 of Citi Bank, 41, Chelvingher Branch, Rs. 1,00,000.00 for...

**TOTAL: Rs.2,00,000.00**

(Rupees two lacs only)

**WITNESSES:**

  
Advocate

Nirajan Saradhi  
Advocate  
28/10/03

For KARNANI ESTATES LIMITED

Director

  
Director

**RECEIPT AND MEMO OF CONSIDERATION NO.2:**

**RECEIVED** of and from the withinnamed Purchaser the withinmentioned sum of Rs.43,00,000.00 (Rupees forty-three lacs) only being the consideration in full payable to the Confirming Parties under these presents as per memo written hereinbelow:

**MEMO OF CONSIDERATION NO.2:**

- |   |                               |
|---|-------------------------------|
| 1) By Pay Order No.606062 dated 26.12.2003 of Allahabad Bank, Camac Street Branch, for... | Rs. 21,50,000.00              |
| 2) By Pay Order No.606064 dated 26.12.2003 of Allahabad Bank, Camac Street Branch, for... | <u>Rs. 21,50,000.00</u>       |
| <b><u>TOTAL:</u></b>  | <b><u>Rs.43,00,000.00</u></b> |

(Rupees forty-three lacs only).

**WITNESSES:**

*Pankaj Shrivastava*  
Advocate

**FOR RIGHTWAY TRADING COMPANY PRIVATE LIMITED**

*Rajendra Kumar Sharma*

Director

*Narayan Sarangi*  
Advocate  
30/12/07

**For COPPER EMPORIUM PRIVATE LIMITED**

*[Signature]*

Director