

Parties: Collectively the following which will include their respective successors-in-interest:

Nature of Document: Deed of Sale

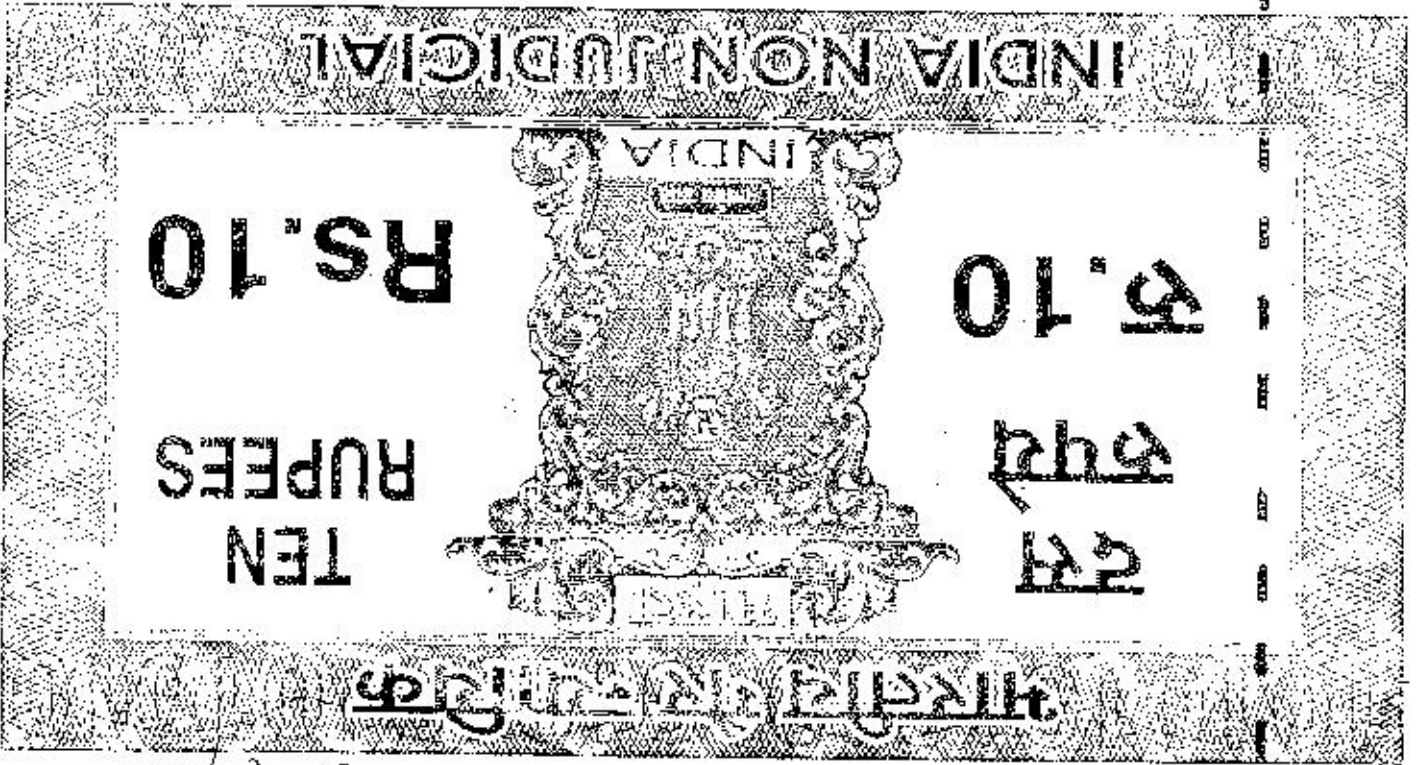
Date: 2nd September, 2013

Conveyance

5 SEP 2013

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5-11-13-13



I 04828

09918

- 3.1 Vendor: **DIC Projects Private Limited** a company duly incorporated under the Companies Act, 1956, having its registered office at Premises No. 1, Netaji Subhash Road, Kolkata-700 001, having its PAN AAFCS1016K, represented by its director Sri Ayush Jaram, son of Sri Dinesh Jaram, residing at 34, Ballygunge Circular Road, under P.S. Ballygunge, Kolkata-700 019, of the **One Part AND**
- 3.2 **Purchaser: Topmost Complex Private Limited**, a company duly incorporated under the Companies Act, 1956, having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur, having its PAN AAFCT4834A, represented by its authorized signatory Sri Chimoy Kumar Maity, son of Swapan Kumar Maity, residing at 818, Tapukur Road, Subhas Nagar, Saruna, Kolkata-700 061 of the **Other Part**.
4. **Subject Matter of Sale:** Included 12.29 Decimals of 'Sati' Land comprised in various Dags situated in Mouza Daulapur, P.S. Bishnupur, District South 24-Parganas morefully described in **Schedule-C** hereto (the "Said Property")
5. **Background:**
- 5.1 The Vendor is the sole and absolute owner of the Said Property. The devolution of title of the Vendor to the Said Property is mentioned in **Schedule-A** hereto.
- 5.2 The Vendor has represented to the Purchaser that the Vendor is the sole and absolute owner of the entirety of the Said Property free from all encumbrances of any and every nature whatsoever including, but not limited to, acquisition, requisition, its pendens, attachments, liens, charges, mortgages, trusts, debentures, leases, tenancies, thika tenancies, reversionary rights, residuary rights, claims or statutory prohibitions.
- 5.3 In pursuance of the Agreement for Sale dated 30th January, 2013, as entered into between the Vendor and the Purchaser, this Conveyance is now being executed to give effect to the transfer of the Said Property by the Vendor to the Purchaser.
6. **Now this deed witnesses:**
- 6.1 **Sale:** At and for the consideration mentioned in Clause 6.2, the Vendor doth hereby sell and convey to the Purchaser the Said Property, absolutely and free from all encumbrances, which the Purchaser shall have And Hold forever hereafter. It is a sale within the meaning of Section 54 of the Transfer of Property Act, 1882.
- 6.2 **Consideration:** This sale of the Said Property is being made by the Vendor at and for the total Consideration of Rs.6,14,500/- (Rupees six lac fourteen thousand and five hundred)

only, the entirety of which has been paid and/or to be paid by the Purchaser to the Vendor in the manner as follows:

- 6.2.1 RS.80,000/- (Rupees eighty thousand) only at or before execution hereof, the receipt whereof the Vendor hereby and by the Memo of Consideration below admits and acknowledges and releases the Purchaser and the Property of and from the same.
- 6.2.2 The balance of RS.5,34,500/- (Rupees five lac thirty-four thousand and five hundred) only on completion of boundary wall of the said land or within 15 months of the sale deed whichever is earlier.

6.3 Possession: Vacant, peaceful and khas possession of the Said Property has been handed over by the Vendor to the Purchaser, which the Purchaser doth hereby admit and acknowledge.

6.4 Covenant of the Vendor: The Vendor in future shall, at the request and cost of the Purchaser, do all acts and execute all deeds and/or documents that may be required for perfecting or bettering the title of the Purchaser to the Said Property or more effectually transferring the Said Property to the Purchaser.

6.5 Indemnity: The Vendor hereby indemnifies and agrees to keep the Purchaser saved, harmless and indemnified against all actions, proceedings, claims, demands, costs or expenses that the Purchaser may suffer or incur hereafter by virtue of any claim of any nature whatsoever in respect of any liabilities arising in connection with the Said Property or any part thereof, statutory or contractual, and the Vendor hereby further undertakes and covenants to forthwith pay, reimburse and/or make good such losses, expenses or costs incurred by the Purchaser, if any.

**Schedule-A
[Devolution of Title]**

A. One Universal Electric Limited was the absolute owner of all that piece and parcel of land measuring an area of 2970 Decimals, more or less, in Mouza Chantapur and Hanspukurta in the District of 24-Parganas (the "Total Land") acquired by it by thirty several Indentures of Conveyances on various dates between 26th December, 1961 and 23rd June, 1967.

B. By an order dated 9th January, 1986 passed by the Hon'ble High Court at Calcutta in Company Petition No. 428 of 1984 connected with Company Application No. 132 of 1984 the scheme of amalgamation made between the said Universal Electric Limited and Shree Digvijaya Woolen Mills Limited was sanctioned and it was declared that the same would be effective from 1st July,

1982 and it was inter-alia ordered that all the properties, rights and interest and all liabilities and dues of the said Universal Electric Limited be transferred to and vested in the said Shree Digvijaya Women Mills Limited and accordingly the same stood pursuant to the Section 39A(2) of the Companies Act, 1956 transferred to and vested in the said Shree Digvijaya Women Mills Limited

C. By another Order dated 27th January, 1986 passed by the Honble High Court of Gujarat at Ahmedabad in Company Petition No. 409 of 1984 connected with Company Application No. 146 of 1984, the aforesaid scheme of amalgamation made between the said Universal Electric Limited and Shree Digvijaya Woolen Mills Limited was also sanctioned by the said Honble Court.

32. The name of the said Shree Digvijaya Woolen Mills Limited was changed to VXL India Limited and a fresh certificate of incorporation consequent on such change was issued by the Registrar of Companies, Gujarat on 13th June, 1986.

B. The name of the said VXL India Limited was further changed to Birla VXL Limited and a fresh certificate of incorporation consequent on such change was issued by the Registrar of Companies, on 5th April, 1995.

F. By an Indenture of Conveyance dated 23rd day of September, 1998 made between Birla VXL Limited therein referred to as the Vendor of the one part and VXL Landis & Gyr Limited therein referred to as the Purchaser of the other part and registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 110, Pages 346 to 407, Being No. 5943 for the year 2001, the said Vendor therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein for the consideration therein mentioned all that the piece and parcel of freehold land having an area of land measuring 1980 Decimals, be the same a little more or less, in Mouzas Daulapur and Hanspukuria in the District of South 24-Parganas, *out of the Total Land*, as described in the Second Schedule there under written (the "Said Land").

C. The name of the said VXL Landis & Gyr Limited was further changed to Siemens Metering Limited and a fresh certificate of incorporation consequent on such change was issued by the Registrar of Companies, West Bengal, on 26th May, 2003.

H. The name of the said Siemens Metering Limited was further changed to Landis + Gyr Limited and a fresh certificate of incorporation consequent on such change was issued by the Registrar of Companies, West Bengal, on 27th May, 2003.

By an indenture of conveyance dated 8th day of September, 2005 made between Landis + Gyr Limited hereon referred to as the Vendor on the one part and DTC Projects Private Limited herein referred to as the Purchaser of the other part and registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 1, Pages 1 to 23, Being No. 8455 for the year 2005, the said Vendor therein granted, transferred, conveyed, assigned and assured unto and in favour of the said DTC Projects Private Limited for the consideration therein mentioned all that the piece and parcel of freehold land having an area of land measuring 952 Decimals, be the same a little more or less, in Mouzas Daulatpur and Hanspukuria in the District of South 24-Parganas, out of the said Land, as described in the Schedule here under written.

After the execution and registration of the above said Conveyance it was found that there were various typographical and other mistakes in the Schedule to the said Indenture of Conveyance.

By a Deed of Rectification dated the 27th day of October, 2007 made between Landis + Gyr Limited and the said DTC Projects Private Limited and registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 1, Pages 1 to 8, Being No. 06079 for the year 2008 the said mistakes in the Schedule were replaced and the Indenture of Conveyance dated the 8th day of September, 2005 was rectified.

L. Thus, the said DTC Projects Private Limited became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All that the said land measuring 952 decimal more or less in Mouzas Daulatpur and Hanspukuria in the District of South 24-Parganas more fully described in Schedule-B hereunder written (the "Larger Plot") free from all encumbrances, charges, liens, dependents, attachments, acquisitions, requisitions, trusts of whatsoever nature.

M. Upon being approached by the Purchaser, DTC Projects Private Limited, being the Vendor herein has agreed to sell 12.29 Decimals of "Small" land as comprised in various Bags in Mouza Daulatpur more fully described in Schedule-C hereto out of the Larger Plot.

**Schedule-B
[The Larger Plot]**

ALL THAT the piece or parcel of Salt Land containing an area of 952 decimal be the same a little more or less comprised in several R.S. Dag Nos. and Khattan Nos. mentioned below in Mouza Hanspukuria, I.L. No. 23, R.S. No. 36, Touzi Nos. 3, 4 and 5, P.S. Thakurpukur (Behala) and in Mouza Daulatpur, I.L. No. 79, R.S. No. 341, Touzi Nos. 1299, 1774 and 1775, P.S. Bishnupur, District South 24 Parganas comprised in:-

R.S. Dag No.	R.S. Khatian No.	Current L.R. No.	Mouza	Total Land (in decimal)	Share (in decimal)	Percentage
12 (part)	134 (part)	2323	Daulapur	006	0.08	1.319
13 (part)	466, 467 & 285 (part)	2323	Daulapur	175	2.31	-do-
18 (part)	571 (part)	2323	Daulapur	009	0.12	-do-
19 (part)	363 (part)	2323	Daulapur	012	0.16	-do-
21 (part)	439 & 239 (part)	2323	Daulapur	023	0.30	-do-
24 (part)	439 & 239 (part)	2323	Daulapur	067	0.88	-do-
25	470, 318, 468, 472, 467	2323	Daulapur	272	3.59	-do-
26	96	2323	Daulapur	148	1.95	-do-

comprised in:-

79, R.S. No. 341, 304/1 Nos. 1299, 1774 and 1775, P.S. Bishampur, District South 24 Parganas comprised in several R.S. Dag Nos. and Khatian Nos. mentioned below in Mouza Daulapur, I.L. No. (Undivided 12,29 Decimals, be the same a little more or less, of Sali Land, out of the Larger Plot.

Schedule-C
[Subject Matter of Sale]
[The Said Property]

TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto as shown in the Plan annexed hereto and bordered (RED) therein.

R.S. Dag No.	R.S. Khatian No.	Previous L.R. No.	Current L.R. No.	Mouza	Total Land (in Acres)
12 (part)	134 (part)	2323	2323	Daulapur	0.06
13 (part)	466, 467 & 285 (part)	2323	2323	Daulapur	1.75
18 (part)	571 (part)	2323	2323	Daulapur	0.09
19 (part)	363 (part)	2323	2323	Daulapur	0.12
21 (part)	439 & 239 (part)	2323	2323	Daulapur	0.23
24 (part)	439 & 239 (part)	2323	2323	Daulapur	0.67
25	470, 318, 468, 472, 467	2323	2323	Daulapur	2.72
26	96	2323	2323	Daulapur	1.48
50 (part)	134 (part)	2231	2323	Daulapur	0.75
55 (part)	268 (part)	2231	2323	Daulapur	1.45
506 (part)	581, 582, 583 (part)	721	1682	Danspukuria	0.20
Total:					9.52



Bhawan Shastri
Advocate

2. ...
16/1, B.C. Street, K-1-2,
P.O. ...

1. ...
16/1, B.C. Street, K-1-2,
P.O. ...

Executed and Delivered
by the Purchaser at Kolkata
in the presence of:

2. ...
16/1, B.C. Street, K-1-2,
P.O. ...

1. ...
16/1, B.C. Street, K-1-2,
P.O. ...

Executed and Delivered
by the Vendor at Kolkata
in the presence of:

...

7. Execution and delivery: In witness whereof the parties hereto have executed these presents on the day, month and year first mentioned above.

TOGETHER WITH all the rights, liberties, privileges, easements, encumbrances, advantages and appurtenances thereto.

55 (part)	268 (part)	2323	Dattapur	145	1.94	1.340
56 (part)	134 (part)	2323	Dattapur	075	0.96	1.280
Total:				932	12.29	

2. Company Seal
 For the Director
 (Signature)

1. Smt. Kaveri Prakashani
 16/1, D.C. Street, 1204-2,
 P. S. Pala

Vendor
 For DRC Projects Pvt. Ltd.
 Director

(Rupees eighty thousand) only



Total Rs.80,000/-

Date	Mode	Number	Bank	Branch	Amount (Rs.)
30.01.2013	Cheque	199378	HDFC	Stephen House	80,000/-

The Vendor confirms having received from the Purchaser the sum of Rs.80,000/- (Rupees eighty thousand) towards part consideration for sale of the Said Property in the manner following:

Receipt and Memo of Consideration

1. Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Ayush Jalan 34, Ballygunge Circular Road, Kolkata, Thana: Ballygunge, District: South 24 Parganas, WEST BENGAL, India, Pin :- 700019		 LTI 05/09/2013	<i>Ayush Jalan</i> 05/09/13 Director

II. Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
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1
 Ayush Jalan
 Address: 34, Ballygunge Circular Road, Kolkata,
 Thana: Ballygunge,
 District: South 24-Parganas,
 WEST BENGAL, India, Pin :- 700019

Self



Name of Identifier of above Person(s)

Sunil Kumar Mukherjee
 16/1, B. C. Street, Thana-Tala, District: South 24-Parganas, WEST BENGAL, India, Pin :- 700002

Signature of Identifier with Date

Sunil Kumar Mukherjee
 05/09/13
 Director

(Jawed Akhter)

Endorsement For Deed Number : I - 04828 of 2013
(Serial No. 04418 of 2013 and Query No. 1613L000010040 of 2013)

On 05/09/2013

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 5 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash
Rs 6750.00/- on 05/09/2013

(Under Article : A(1) = 6743/- , E = 7/- on 05/09/2013)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs -6,14,000/-

Certified that the required stamp duty of this document is Rs - 30710 /- and the Stamp duty paid as: Impressive Rs - 10/-

Deficit stamp duty

Deficit stamp duty Rs. 30710/- is paid , by the draft number 476172, Draft Date 04/09/2013, Bank : State Bank of India, NETAJI SUBHAS ROAD BR., received on 05/09/2013

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 10.30 hrs on :05/09/2013, at the Office of the A.D.S.R, BISHNUPUR by Sr. Ayush Jajan, Executant

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 05/09/2013 by

1. Sri Ayush Jajan
Director, D T C Projects Private Limited, 1, Netaji Subhas Road, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700001
By Profession : Business
Identified By Sumit Kumar Mukherjee, son of L. A. K. Mukherjee, 16/1, B. C. Street, Thana-Tala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700002, By Caste: Hindu, By Profession: Others.

Government Of West Bengal
Office Of the A.D.S.R. BISHNUPUR
District-South 24-Parganas

Endorsement For Deed Number : 1 - 04828 of 2013

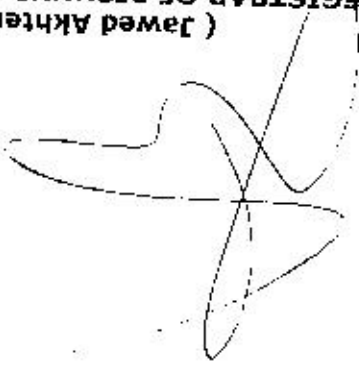
(Serial No. 04418 of 2013 and Query No. 1613L000010040 of 2013)

(Jawed Akhter)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR

ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
(Jawed Akhter)

06/09/2013 12:42:00

EndorsementPage 2 of 2

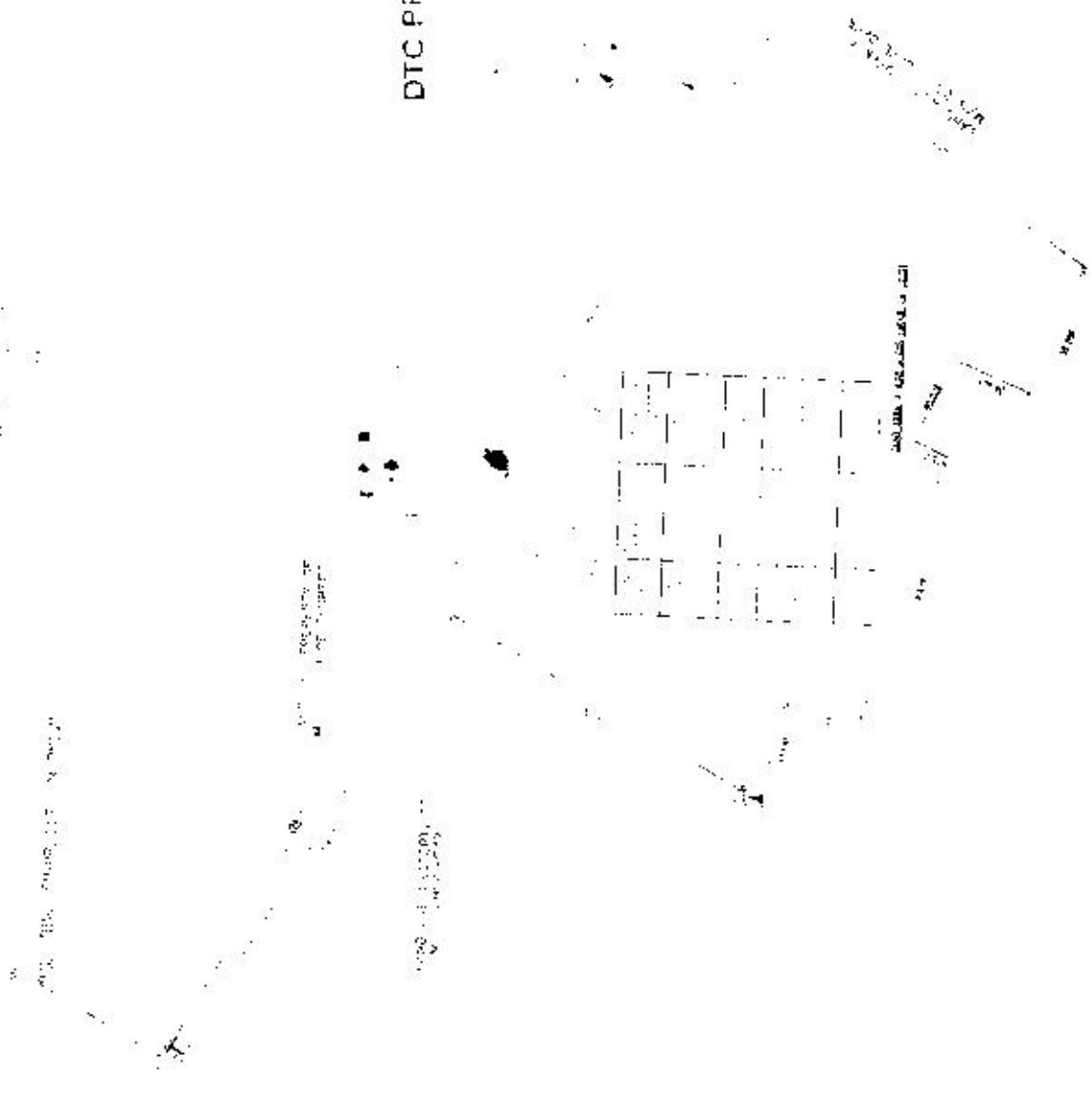


11

DTC PROJECTS PVT. LTD.

Ayush Dab
Director

DEGRASIS CHAKRABORTY
L.B.S. - CLASS (I) & C.
LICENSE NO. - 5480
SIGNATURE OF L.B.S.



FORM FOR EXECUTION & FINGER PRINTS

NAME: _____

FOR DTC Projects

Director

PHOTOGRAPH

Description:-

Status:-

Thumb	Index	Middle	Ring	Little

Thumb	Index	Middle	Ring	Little

(LEFT HAND)

(RIGHT HAND)

NAME: _____

Regional Complex 6th 1st
Shriyug Kumar Mahtia
Assistant Secy

PHOTOGRAPH

Description:-

Status:-

Thumb	Index	Middle	Ring	Little

Thumb	Index	Middle	Ring	Little

(LEFT HAND)

(RIGHT HAND)

NAME: _____

PHOTOGRAPH

Description:-

Status:-

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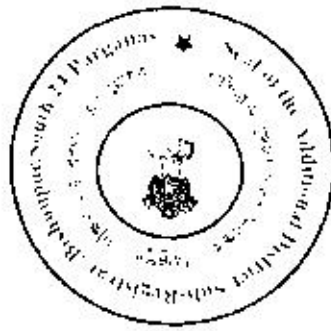
Thumb	Index	Middle	Ring	Little

(LEFT HAND)

(RIGHT HAND)

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 11
Page from 5317 to 5331
being No 04828 for the year 2013.



(Javed Akhter) 06-September-2013
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A.D.S.R. BISHNUPUR
West Bengal