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1-05913/09



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The endorsement sheets attached with the document are part of this document.

[Signature]

*Addl. Dist. Sub-Registrar
Rishanpur, South 26 Pgs*

- 6 NOV 2009

THIS INDENTURE made this 4th day of Nov., Two Thousand Nine
BETWEEN DTC 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, hereinafter referred
 to as the **VENDOR** (which expression shall unless excluded by or repugnant
 to the subject or context be deemed to mean and include its
 successors and successors-in-interest and assigns) of the ONE PART

INDRALOKE TRADELINKS PVT LTD a company duly incorporated under the Companies Act, 1956, having its registered office at Premises No 64, **Lake Place, Kolkata – 700 029**, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **OTHER PART** :

W H E R E A S :

A. One Universal Electrics Limited was the absolute owner of all that piece and parcel of land measuring an area of 2970 decimal more or less in Mouza Daulatpur and Hanspukuria in the District of 24-Parganas (hereinafter referred to as the said 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 Electrics Limited and Shree Digvijaya Woolen Mills Limited was sanctioned and it was declared that the same would be effective from 1st July, 1983 and it was inter alia ordered that all the properties rights and interest and all liabilities and duties of the said Universal Electrics Limited be transferred to and vested in the said Shree Digvijaya Woolen Mills Limited and accordingly the same stood, pursuant to the Section 394(2) of the Companies Act, 1956 transferred to and vested in the said Shree Digvijaya Woolen Mills Limited.

C. By another Order dated 27th January, 1986 passed by the Hon'ble 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 Electrics Limited and Shree Digvijaya Woolen Mills Limited was also sanctioned by the said Hon'ble Court.

D. 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.

E. 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, Gujarat 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.I, 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 19.80 acres be the same a little more or less in Mouzas Daulatpur and Hanspukuria in the District of South 24-Parganas as described in the Second Schedule thereunder written.

G. 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 the Vendor herein and a fresh certificate of incorporation consequent on such change was issued by the Registrar of Companies, West Bengal, on 27th May, 2003.

J. By an Indenture of Conveyance dated 8th day of September, 2005 made between Landis + Gyr Limited therein referred to as the Vendor of the one part and the Vendor herein therein referred to as the Purchaser of the other part and registered with the Registrar of Assurances, Calcutta in Book No.I, 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 Purchaser therein for the consideration therein mentioned all that the piece and parcel of freehold land having an area of land measuring 952 decimal be the same a little more or less in Mouzas Daulatpur and Hanspukuria in the District of South 24-Parganas as described in the Schedule thereunder written.

I. 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.

K. By a Deed of Rectification dated the 27th day of October 2007 between Landis + Gyr Limited and the Vendor herein and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume no ..., Pages to, Being No. 6079 for the year 2008 the said mistakes in the Schedule was replaced and the Indenture of Conveyance dated the 8th day of September, 2005 was rectified

L. Thus the said Vendor herein 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 and particularly described in the **Schedule** hereunder written (hereinafter collectively referred to as the said land) free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature.

M. The Vendor herein has agreed to sell and the Purchaser has agreed to purchase All That the undivided 1.30% part or share equivalent to 12.376 decimal be the same a little more or less in the said land free from all encumbrances, charges, liens, lispendens, acquisition, requisition, attachments, trust of whatsoever nature at the consideration and on the terms and conditions hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of **Rs 6,01,474/- (Rupees Six Lacs One Thousand Four Hundred Seventy Four only)** of the lawful money of the Union of India well and truly paid /or to be paid by the Purchaser to the Vendor in the manner following:-

a) At or before execution of this Indenture (the receipt whereof the Vendor doth hereby as also by the receipt hereunder written admit and acknowledge)

Rs. 1,20,295/-

b) Balance Payments on Completion of the Entire Boundary Wall of the said land. (However if the erection of boundary wall is not completed within 12 months from the execution of this, the balance payment as mentioned herein shall be decided mutually between the parties.)

Rs 4,81,179/-

TOTAL

Rs 6,01,474/-

the Vendor doth hereby grant transfer convey assign and assure unto and in favour of the Purchaser **All that the undivided 1.30% part or share equivalent to 12.376 decimal be the same a little more or less in the piece and parcel of Sali land containing an area of 952 decimal** be the same a little more or less situate lying at **Mouzas Hanspukuria and Daulatpur** in the District of South 24-Parganas more fully and particularly described in the Schedule hereunder written and shown and delineated in the map or plan annexed hereto and bordered in **Colour Red thereon (hereinafter referred to as the "Said Property")** OR HOWSOEVER OTHERWISE the said property or any part thereof now is or heretofore was situated, butted, bounded, called, known, numbered, described and distinguished Together With all ditches ancient and other lights, paths, passages and all manner of rights, privileges easements, advantages and appurtenances whatsoever to the said

property or any part thereof belonging to or anywise appertaining or usually held, occupied or enjoyed therewith or reputed to belong or to be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever both at law or in equity of the Vendor into and upon the same or any part thereof Together With all deeds, pattahs, muniments of title whatsoever relating to the said property or any part thereof which now are or at any time hereafter shall or may be in the possession, power or control of the Vendor or any other person or persons from whom it may procure the same without any action or suit **TO HAVE AND TO HOLD** the said property hereby granted and conveyed or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever and the Vendor doth hereby covenant with the Purchaser **THAT NOTWITHSTANDING** any act, deed or thing by the Vendor or its predecessors-in-title done or executed or knowingly suffered to the contrary the Vendor is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby granted, transferred and conveyed or expressed or intended so to be and every part thereof without any manner or condition, use, trust or other thing whatsoever to alter, defeat, encumber or make void the same **AND THAT NOTWITHSTANDING** any such act, deed or thing whatsoever as aforesaid the Vendor has now in itself good right, full power and absolute authority to grant, transfer and convey the said property hereby granted, transferred and conveyed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid **AND** the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and receive the rents, issues and profits thereof without any lawful eviction,

interruption, claim or demand from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for it **AND** that free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently indemnified of from and against all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid **AND** further that the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for it the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT undivided **1.30% part or share equivalent to 12.376 decimal** be the same a little more or less in the piece or parcel of Sali land containing an area of 952 decimal be the same a little more or less comprised in several Dag nos. and Khatian nos. mentioned below in Mouza Hanspukuria J.L. No. 23 R.S. No. 36 Touji nos. 3, 4, and 5 P.S. Thakurpukur (Behala) and in Mouza Daulatpur J.L. no. 79 R.S. no. 341 Touji nos. 1299, 1774 and 1775 P.S. Bishnupur District South 24 Parganas comprised in –

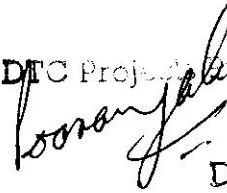
Dag No.	R.S. Khatian No.	L. R. Khatian No.	Mouza	Total Land (in decimal)	1.3 % Share or 12.376 decimal
12 (part)	134 (part)	2323	Daulatpur	006	0.078
13 (part)	466,467 & 285 (part)	2323	Daulatpur	175	2.275
18 (part)	571 (part)	2323	Daulatpur	009	0.117
19 (part)	363 (part)	2323	Daulatpur	012	0.156
21 (part),	439 & 239 (part)	2323	Daulatpur	023	0.299
24 (part)	439 & 239 (part)	2323	Daulatpur	067	0.871
25	470, 318, 468,472,467	2323	Daulatpur	272	3.536
26	96	2323	Daulatpur	148	1.924
56 (part)	134 (part)	2323	Daulatpur	075	0.975
55 (part)	268 (part)	2323	Daulatpur	145	1.885
506 (part)	581,582, 583 (part)	1682	Hanspukuria	020	0.260
			Total-	952	12.376

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

SIGNED SEALED AND DELIVERED

by the said **VENDOR** in the presence of :

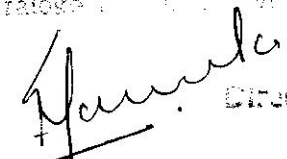
For DTC Project Pvt. Ltd.


Director

SIGNED SEALED AND DELIVERED

by the said **PURCHASER** in the presence of :

For Indraloka Pvt. Ltd.


Director
(KRISHNA GOENICA)

RECEIVED of and from the within- named Purchaser the within-mentioned sum of Rs 1,20,295/- (Rupees One Lac Twenty Thousand Two Hundred Ninety Five only) only being the part consideration money as per Memo below :-

MEMO OF CONSIDERATION












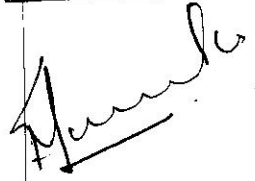



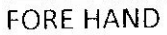

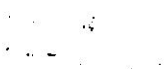

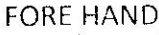

Cheque no.	Bank	Amount
280001	HDFC BANK LTD	RS.1,20,295/-

(RUPEES ONE LAC TWENTY THOUSAND TWO HUNDRED NINETY FIVE ONLY)

WITNESSES:

Krishna Mahan Shewu
So Soi Ram Neeresh Shewu
1 LN Mukherjee Road

SPECIMEN FORM FOR TEN FINGERPRINTS

1						
		LITTLE	RING	MIDDLE (LEFT)	FORE HAND	THUMB
						
		THUMB	FORE HAND	MIDDLE (RIGHT)	RING	LITTLE
2						
		LITTLE	RING	MIDDLE (LEFT)	FORE HAND	THUMB
						
		THUMB	FORE HAND	MIDDLE (RIGHT)	RING	LITTLE
3						
		LITTLE	RING	MIDDLE (LEFT)	FORE HAND	THUMB
						
		THUMB	FORE HAND	MIDDLE (RIGHT)	RING	LITTLE
4						
		LITTLE	RING	MIDDLE (LEFT)	FORE HAND	THUMB



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**ADSR, BISHNUPUR
SOUTH 24 PARGANAS**

- 4 NOV 2009



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

Endorsement For Deed Number : I - 05913 of 2009
(Serial No. 04590 of 2009)

On 04/11/2009

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

Presented for registration at 19.45 hrs on :04/11/2009, at the Private residence by Poonam Jalan,Executant.

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

Execution is admitted on 04/11/2009 by

1. Poonam Jalan, Director, D T C Projects Private Limited, 1, Netaji Subhash Road,, Kolkata- 700001, By Profession : Others
2. Mr. Krishna Goenka, Director, Indraloke Tradelinks Pvt. Ltd, 64, Lake Place,, Kolkata- 700029, By Profession : Others

Identified By Krishna Mohan Shaw, son of Sri Ram Naresh Shaw, 1, R. N. Mukherjee Road, ,Thana: -, By Caste: Hindu, By Profession: Others.

(Naushad Shahid)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR

On 06/11/2009

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:

Fee Paid in rupees under article : A(1) = 7172/- ,E = 7/- ,M(b) = 4/- on 06/11/2009

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.-652977/-

Certified that the required stamp duty of this document is Rs.- 32659 /- and the Stamp duty paid as: Impresive Rs.- 10/-

Deficit stamp duty

Deficit stamp duty Rs. 32700/- is paid, by the draft number 039190, Draft Date 04/11/2009, Bank Name STATE BANK OF INDIA, Esplanade Cal, received on 06/11/2009

(Naushad Shahid)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR

(Naushad Shahid)

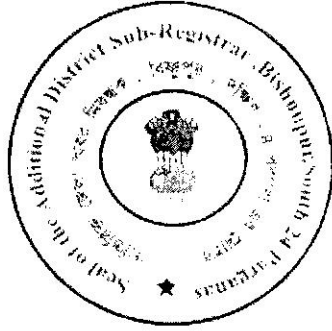
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

06/11/2009 18:06:00

EndorsementPage 1 of 1

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 18
Page from 3872 to 3888
being No 05913 for the year 2009.



(Naushad Shahid) 11-November-2009
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A. D. S. R. BISHNUPUR
West Bengal

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DATED THIS DAY OF 2009.

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B E T W E E N

DTC PROJECTS PRIVATE LIMITED
- VENDOR

A N D

INDRALOKE TRADELINKS PVT LTD

-PURCHASER.

C O N V E Y A N C E

VICTOR MOSES & CO.,
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
KOLKATA - 700 001.