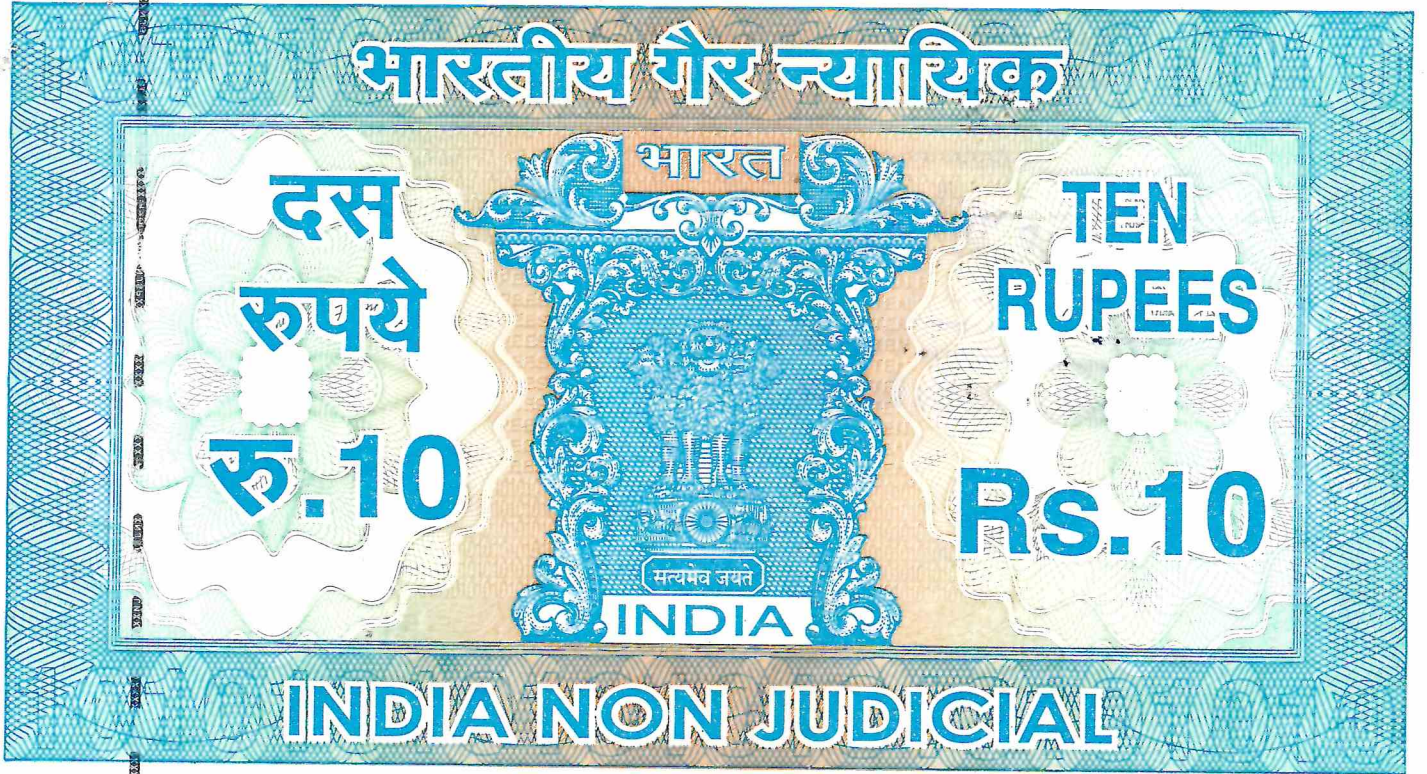


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अभिचाङ्ग पश्चिम बंगाल WEST BENGAL

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U 5 SEP 2013

Conveyance

1. Date: 2nd September, 2013
2. Nature of Document: Deed of Sale
3. Parties: Collectively the following which will include their respective successors-in-interest:

(Handwritten signature and date)
29/9/13 10:30

- 3.1 Vendor: 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. having its PAN AAECs1016K, represented by its Director Sri Ayush Jalan, son of Sri Dinesh Jalan, residing at 34, Ballygunge Circular Road, under P.S. Ballygunge, Kolkata-700 019, of the **One Part AND**
- 3.2 Purchaser: Oversure Nirman 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 AABCO7583Q, represented by its authorized signatory Sri Santosh Agarwal, son of Mr. Motilal Agarwal, residing at Sri Hari Apartment, 130, Dhakindari Road, Kolkata 700-048 of the **Other Part.**
- 4. Subject Matter of Sale:** Undivided 12.29 Decimals of 'Sali' Land comprised in various Dags situated in Mouza Daulatpur, 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, lis pendens, attachments, liens, charges, mortgages, trusts, debutters, leases, tenancies, thika tenancies, reversionary rights, residuary rights, claims or statutory prohibitions.
- 5.3 In pursuance of the Agreement for Sale dated 21st 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 Daulatpur and Hanspukuria 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 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, 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 1980 Decimals, be the same a little more or less, in Mouzas Daulatpur 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**").
- 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 and a fresh certificate of incorporation consequent on such change was issued by the Registrar of Companies, West Bengal, on 27th May, 2003.

- I. 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 DTC Projects Private 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. 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 there under written.
- J. 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 made between Landis + Gyr Limited and the said DTC Projects Private Limited and registered with the Registrar of Assurances, Calcutta in Book No. I, 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, lispens, 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 'Sali' land as comprised in various Dags in Mouza Daulatpur morefully described in Schedule-C hereto out of the Larger Plot.

Schedule-B
[The Larger Plot]

ALL THAT the piece or parcel of Sali Land containing an area of 952 decimal be the same a little more or less comprised in several R.S. Dag Nos. and Khatian Nos. mentioned below in Mouza Hanspukuria, J.L. No. 23, R.S. No. 36, Touzi Nos. 3, 4 and 5, P.S. Thakurpukur (Behala) and in Mouza Daulatpur, J.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.	Previous L.R. Khatian No.	Current L.R. Khatian	Mouza	Total Land (in Acres)
12 (part)	134 (part)	2231	2323	Daulatpur	0.06
13 (part)	466, 467 & 285 (part)	2231	2323	Daulatpur	1.75
18 (part)	571 (part)	2231	2323	Daulatpur	0.09
19 (part)	363 (part)	2231	2323	Daulatpur	0.12
21 (part)	439 & 239 (part)	2231	2323	Daulatpur	0.23
24 (part)	439 & 239 (part)	2231	2323	Daulatpur	0.67
25	470, 318, 468, 472, 467	2231	2323	Daulatpur	2.72
26	96	2231	2323	Daulatpur	1.48
56 (part)	134 (part)	2231	2323	Daulatpur	0.75
55 (part)	268 (part)	2231	2323	Daulatpur	1.45
506 (part)	581, 582, 583 (part)	721	1682	Hanspukuria	0.20
				Total:-	9.52

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

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

Undivided **12.29 Decimals**, be the same a little more or less, of Sali Land, out of the Larger Plot, comprised in several R.S. Dag Nos. and Khatian Nos. mentioned below 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. Khatian No.	Mouza	Total Land (in decimal)	Sale Share (in decimal)	Percentage (%)
12 (part)	134 (part)	2323	Daulatpur	006	0.08	1.319
13 (part)	466, 467 & 285 (part)	2323	Daulatpur	175	2.31	-do-
18 (part)	571 (part)	2323	Daulatpur	009	0.12	-do-
19 (part)	363 (part)	2323	Daulatpur	012	0.16	-do-
21 (part)	439 & 239 (part)	2323	Daulatpur	023	0.30	-do-
24 (part)	439 & 239 (part)	2323	Daulatpur	067	0.88	-do-
25	470, 318, 468, 472, 467	2323	Daulatpur	272	3.59	-do-
26	96	2323	Daulatpur	148	1.95	-do-

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

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

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

Executed and Delivered

by the **Vendor** at Kolkata
in the presence of:

1. *Sumit Kumar Mukherjee*
16/1, B.C. Street, Kol-2, P.S-Tala

For DTC Projects Pvt. Ltd.

Ayush

Director

2. *Subhash Ch. Puriya*
1 N S Road
KOL 7

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

1. *Sumit Kumar Mukherjee*
16/1, B.C. Street, Kol-2, P.S-Tala

2. *Subhash Ch. Puriya*
1 N S Road
KOL-1



Bhawani Shankar Purbit
Advocate

Receipt and Memo of Consideration

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

Date	Mode	Number	Bank	Branch	Amount (Rs.)
21.01.2013	Cheque	199367	HDFC	Stephen House	80,000/-

Total Rs.80,000/-

(Rupees eighty thousand) only

Witnesses:



1. *Sumit Kumar Mukherjee*
16/1, B.C. Street, Kol-2, P.S. Tala

2. *Subhash Ch. Puri*
1 N S Road
Kol-1

Vendor
For DTC Projects Pvt. Ltd.
Ajish Saha
Director

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. BISHNUPUR, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 04468 / 2013, Deed No. (Book - I , 04874/2013)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Ayush Jalan 34, Ballygunge Circular Road, Kolkata, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019	 05/09/2013	 LTI 05/09/2013	DTC PROJECTS PVT. LTD. <i>Ayush Jalan</i> Director 5/9/13

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Ayush Jalan Address -34, Ballygunge Circular Road, Kolkata, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019	Self	 05/09/2013	 LTI 05/09/2013	DTC PROJECTS PVT. LTD. <i>Ayush Jalan</i> Director

Name of Identifier of above Person(s)

Sumit Kumar Mukherjee
16/1, Banamali Chatterjee Strsst, Kolkata,
Thana:-Taltola, District:-Kolkata, WEST BENGAL, India,
Pin :-700002

Signature of Identifier with Date

Sumit Kumar Mukherjee
5/5/13

(Faint purple stamp)

(Handwritten signature)

(Jawed Akhter)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A.D.S.R. BISHNUPUR



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

Endorsement For Deed Number : I - 04874 of 2013
(Serial No. 04468 of 2013 and Query No. 1613L000010126 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: Impresive Rs.- 10/-

Deficit stamp duty

Deficit stamp duty Rs. 30710/- is paid , by the draft number 476167, 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 Sri Ayush Jalan ,Executant.

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

Execution is admitted on 05/09/2013 by

1. Sri Ayush Jalan

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 Lt. A. K. Mukherjee, 16/1, Banamal Chatterjee Strsst, Kolkata, Thana:-Taltola, District:-Kolkata, WEST BENGAL, India, Pin :-700002, By Caste: Hindu, By Profession: Others.

(Jawed Akhter)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

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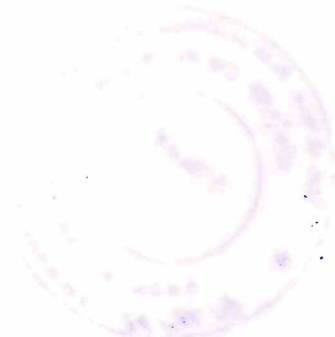
EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 04874 of 2013
(Serial No. 04468 of 2013 and Query No. 1613L000010126 of 2013)

(Jawed Akhter)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR



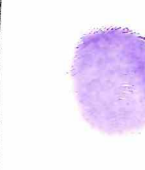










06/09/2013 13:08:00
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(Jawed Akhter)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

FORM FOR EXECUTION & FINGER PRINTS











NAME :

For DTC Projects Pvt. Ltd. <i>Ayush Solvi</i> Director & SIGNATURE		 Little	 Ring	 Middle	 Fore	 Thumb
	(LEFT HAND)					
	Description:- Status:-	 Thumb	 Fore	 Middle	 Ring	 Little
(RIGHT HAND)						

NAME :

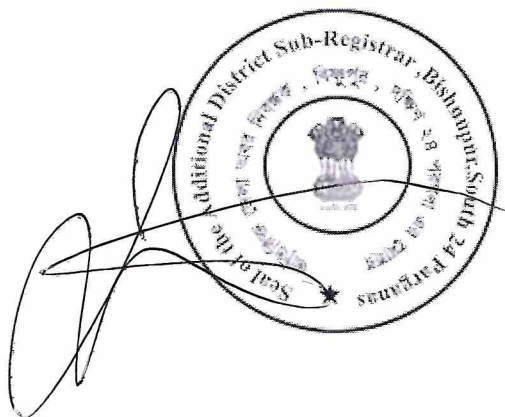
Ovensure Nirman Pvt Ltd Santosh Agawar Authorised Signatory Director & SIGNATURE		 Little	 Ring	 Middle	 Fore	 Thumb
	(LEFT HAND)					
	Description:- Status:-	 Thumb	 Fore	 Middle	 Ring	 Little
(RIGHT HAND)						

NAME :

EXECUTION & SIGNATURE	PHOTOGRAPH	 Little	 Ring	 Middle	 Fore	 Thumb
	(LEFT HAND)					
	Description:- Status:-	 Thumb	 Fore	 Middle	 Ring	 Little
(RIGHT HAND)						

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 11
Page from 5537 to 5551
being No 04874 for the year 2013.



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