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- NONACC (SV)/ jh9003604/ JAMSHEDPUR/ JH-ES
- SUBIN-JHJH900360435734774278577S
- AMALGAM STEEL AND POWER LTD KANDRA
- Article 5 Agreement or memorandum of an Agreement
- : AGREEMENT
 - 0 (Zero)
 - AMALGAM STEEL AND POWER LTD KANDRA
- NA
- AMALGAM STEEL AND POWER LTD KANDRA
 - 100 (One Hundred only)

Barantaman

Signed in my

Prof

dvocate

O.C.OI

SR. 0005566300

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The onus of checking the legitimacy is on the users of the certificat
In case of any discrepancy please inform the Competent Authority.

M/s Amalgam Steel & Power Limited, having its manufacturing unit at Kandra Chowka Road, Kandra, Saraikela-Kharsawan, Jharkhand-832402, hereinafter called the COMPANY/FIRST PARTY (Which terms expression unless exclude by or repugnant to the context, shall mean and include its office successors, legal representatives, executors, administrators and assigns) represented by their A.V.P (Corporate Affairs) Mr. Basant Kumar, S/o. Late D.K.Gupta, aged about 52 years, by faith - Hindu, by Caste -General, by Occupation - Service, by Nationality - Indian, resident at Dindili Basti, Adityapur, P.O + P.S.- Adityapur, Dist.- Seraikela-Kharsawan, in the State of Jharkhand, of the FIRST PART:

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Advocat

AND

Mr. Ashwin Trehan, S/o. Late Ajay Kumar Trehan, Resident of H.No.12, Circuit House Area East, Road No.9, P.O. & P.S.- Bistupur, Jamshedpur, Dist.- East Singhbhum, Jharkhand, (herein after referred to as the Land Facilitator). (which expression shall unless repugnant to the context or meaning hereof shall be deemed to include his heirs, successors and permitted assignees) of the **SECOND PART**

RECITAL

OTARY

The company shall operate integrated mini steel plant, in the state of Uharkhand, which comprise of forest land for which the company has applied to the forest department for diversion in their favour for the operation of integrated mini steel plant under the status of Company shall have to provide alternative land suitable for compensatory afforestation by the forest Department.

2. The Land Facilitator has approached the company and offered to arrange such suitable alternative land in the District of East Singhbhum, Saraikela-Kharsawan and Gumla and/or any other areas in the state of Jharkhand, on being so directed by the company in writing and whereas the company has discussed in details for purchasing such land suitable for compensatory afforestation.

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- 1. The Land Facilitator has agreed and accepted that he shall:-
 - A) Identify suitable land for compensatory afforestation in big chunk not less than 25 acres in one place contiguously.
 - B) Arrange for such land with good selected title and free from encumbrances in any and every manner.
 - C) Identify such land, which shall be attached to the existing forest and also adjacent to approach road.
 - D) Obtaining proper certification from divisional forest officer to the effect that.
 - I. Land is out of forest boundary and is a non-forest land.
 - II. Land is suitable for compensatory forest land.
 - III. Land is acceptable by DFO concerned for compensatory forest land.
 - E) Make required survey of such land to make the plan duly approved by DFO concerned and fixed boundary pillars in and around such land. If any part of the land is out of chunk, it should be separately

Obtain proper certificate from ADC in which it should be clearly mentioned that the identified/applied land is Rayat.

Obtain proper certification from circle officer of the block where the land is situated as regards status/classification and position of land, any encroachment and/or encumbrances their title details of the present owner with respective family trees and other details as may be required for registration with the district registrar and/or to effect lawful transfer and legal possession by the company.

H) Handover to the company all above documents in original and also original khatian, upto date rent receipt, family tree for verification and non-encumbrance certificate from district registrar.



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- I) Incur/bear all incidental & misc. expenses for obtaining all above and required certificates from concerned department, and for the registration of such land including mutation in favor of the company and later in favor of the concerned forest department express recitals effect in the conveyance deed itself with regard to purchase of the C.A land by the company for the concerned forest department.
- J) In the event, if it is found that the land so arranged by the Land Facilitator for the company has become otherwise charged and/or encumbered and there by the concern has been put to less and/or put to litigation, it would be the responsibility of the Land Facilitator to remove all such question at his cost and initiative and/or to compensate the company of all such losses.
- K) Conduct DGPS Survey and pillaring of identified CA land and thereafter preparation of KML and shape file of the CA land is in the scope of vendor/Land Facilitator/facilitator and shall provide DGPS Report and KML and shape of the registered CA land.
- L) Notify the CA land in the name of forest department.
- M) The cost of stamp duty for registry and mutation of CA land in favor of M/s AS&PL shall be borne by itself.

The cost of stamp duty for registry and mutation of CA land in favor of forest dept. shall be borne by M/s AS&PL.

Payment Schedule:-

- . 15% of the order value as initial/advance payment for mobilizing the job (this includes temp. pillaring for obtaining cordinates of the identified CA land).
- 2. 55% of the order value at the time of registry in favour of company.
- 3. 05% of the order value after mutation of the registered area/plots in favour of company.
- 4. 10% of the order value after completion of pillaring and trenching of the registered C.A land.
- 5. 05% of the order value after registry & mutation of C.A land in favour of forest dept.

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6. 10% of the order value after handing over of the C.A land to the forest department.

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3. Both the parties have accepted and agreed that:-

- A) This agreement is for registration of approx 100 acres of land initially preferable in the District of East Singhbhum, Saraikela-Kharsawan and Gumla and/or any other areas in the state of Jharkhand.
- B) The purchase of Compensatory Afforestation land shall be executed only after clearing the 1st stage from MoEF, New Delhi.
- C) The registration of approx 100 acres of land shall be completed within stipulated period from the date of signing of this agreement. However if D.F.O & C.O delays for issue of necessary certificates, the time shall be extended.
- D) This Agreement shall remain valid for three (3) years from the date of execution of this agreement.
- E) The company shall review the progress of work reports whereof will be submitted by the Land Facilitator from time to time to the company and if in their opinion the performance of the Land Facilitator is found unsatisfactory, than they may impose penalty on the Land Facilitator at sole discretion of the company.

The agreed contact period.

Each and every part of land so arranged by the Land Facilitator shall be physically inspected by the company and shall be approved by the company before registration. If in opinion of the company, irrespective of any certification by D.F.O, C.O & A.D.C the land is not found suitable for the purpose, then the agreement shall be terminated.

H) In case of any dispute and difference arising out of this agreement, the decision of the company shall be final and binding on the Land Facilitator.

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTE AND DELIVERED THESE PRESENTS ON THE DATE FIRST ABOVE MENTIONED.

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Witnesses:-

Baraw Cumm

Signature of the Land Facilitator

For and on behalf of the M/s. Amalgam Steel & Power Ltd.

DP KR. BHAGAN

Attested the Signature of the Executant/Executants who Signed/ Put L.T.I. (in my Presence of Sri.).1. / / .03 Advocate Signled District Court, Jamshed, ur and also in my Identified by him. ramod Kr. Bhayat NOTARY Mate E. Singhbhum, JSR.

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