

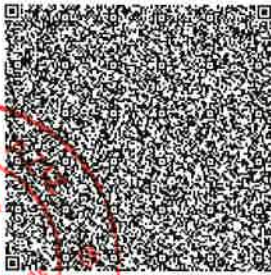


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Karnataka

## e-Stamp

Certificate No.	: IN-KA06967078306865P
Certificate Issued Date	: 21-Sep-2017 11:33 AM
Account Reference	: NONACC (FI)/ kaksfcl08/ BELLARY8/ KA-BY
Unique Doc. Reference	: SUBIN-KAKAKSFCL0863326750128608P
Purchased by	: JSW STEEL LTD TORANAGALLU
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SMT AMBHUJA MUTALIK WO TIRUMAL RAO MUTALIK
Second Party	: JSW STEEL LTD TORANAGALLU
Stamp Duty Paid By	: JSW STEEL LTD TORANAGALLU
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



For Toranagallu Souharda  
Credit Co-Operative Ltd  
*[Signature]*  
Authorised Signatory.



-----Please write or type below this line-----

### AGREEMENT TO SELL

**THIS AGREEMENT TO SELL ("Agreement")** made on this 21<sup>st</sup> day of SEPT, 2017.

### Between

**Smt. Ambhuja Mutalik W/o Tirumala Rao Mutalik, aged about 52 years, residing at behind K.G Kulkarni Hospital, Koppal Taluk Koppal District , Karnataka (hereinafter referred to as the "Seller", which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include /her legal heirs, executors, successors and permitted assigns); of the FIRST PART.**

*Ambuja.mutalik*

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*[Signature]*  
of Corrections

*[Signature]*

### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at [www.shelstamp.com](http://www.shelstamp.com). Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

*[Signature]*  
Notary  
Nagar: KOPPAL - 583221



And

**JSW STEEL LIMITED**, a Company within the meaning of Section 2 of the Companies Act, 2013 and having its registered office at JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai 400 051 and having its Vijayanagar Works at, P.O: Vidyanagar-583 275, Sandur Taluk, District Bellary in the State of Karnataka, (hereinafter referred to as the "**Buyer**" which expression shall, unless repugnant to the context or meaning hereof, include its successors and assigns) of the SECOND PART.

The Seller and the Buyer shall hereinafter together be referred to as the "**Parties**" and individually as the "**Party**".

**WHEREAS: -**

- (a) The Seller is absolutely seized and possessed of or otherwise well and sufficiently entitled to the plot of agricultural land bearing **Survey No.67 admeasuring approx. 15 Acres 08 Guntas (P.K. 25 Guntas), Total extent of 15 Acres 08 Guntas** or thereabouts situated at **Baggalagudda Village, Lingasugur Taluk Raichur District, Karnataka** together with if any structures standing thereon and more particularly described in the Schedule hereunder (hereafter referred to as the "**Property**").
- (b) The Seller has inherited the Property from ancestor and the same stands mutated in the name of the Seller in Revenue Records as owner and the Seller has full rights absolute authority to sell, dispose off and transfer the Property in the manner Seller wishes.
- (c) The Buyer is in the process of identifying land required to be transferred to concerned authority for the purpose of Compensatory Afforestation. It has come to the knowledge of the Seller that Buyer is looking for land for the purpose of Compensatory Afforestation.
- (d) The Seller in sound, disposing mind, without undue influence, coercion and for her and her family bonafide needs and requirements has agreed to sell the Property to the Buyer, and the Buyer has agreed to purchase the same free from any encumbrances whatsoever, for the consideration of **INR Rs 21,86,250/- (Rupees Twenty One Lakhs Eighty Six Thousand Two Hundred Fifty Only)**, and on the terms and conditions more particularly referred herein.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION THE ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AND THIS AGREEMENT WITNESSETH AS UNDER:**

**1. AGREEMENT AND CONSIDERATION**

- 1.1 The Seller has agreed to sell, convey and transfer in favour of the Buyer and the Buyer has agreed to purchase from the Seller, the plot of agricultural land bearing **Survey No.67 admeasuring approx. 15 Acres 08 Guntas (P.K. 25 Guntas), Total extent of 15 Acres 08 Guntas** or thereabouts situated at **Baggalagudda Village, Lingasugur Taluk Raichur District, Karnataka** more particularly described in the Schedule hereunder

*Ambuamutalik*

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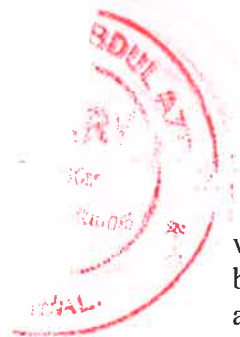
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**HOUTHAI .A. A. B.A. LL.B. (Spl)**

Advocate & Notary

D. Nagar KOBBAI, 52222

*[Signature]*



written and delineated on the plan thereof hereto annexed and shown with red color boundary line thereon, free from any encumbrances and reasonable doubts, together with all the structures, fencing, compound walls, edifices, sewers, drains, ditches, trees plants, shrubs, ways, paths, passages, commons, gullies, wells, waters, water-courses, liberties, privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said agricultural land and any part thereof belonging or in any wise appurtenant to or with the same or any part thereof now or at or any time hereto before usually held used occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant thereto ("Property") for the total consideration of **INR Rs 21,86,250/- (Rupees Twenty One Lakhs Eighty Six Thousand Two Hundred Fifty Only)**, (the "Purchase Consideration").

1.2 In consideration of the Seller agreeing to sell, convey and transfer the Property to the Buyer in accordance with this Agreement, the Buyer will pay consideration amount **INR Rs 21,86,250/- (Rupees Twenty One Lakhs Eighty Six Thousand Two Hundred Fifty Only)** at the time of Registration of Deed of Conveyance.

## 2. REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents, warrants, undertakes, and covenants to the Buyer that:

- 2.1 The Seller is the sole and absolute owner of the Property and no other person or persons, has or have any right, title, interest, Property, claim or demand of any nature whatsoever unto or upon the Property, either by way of sale, charge, mortgage, lien, gift, trust, lease, easement or otherwise howsoever and the Property is free from all encumbrances.
- 2.2 The Seller has full right, power and absolute authority to sell and transfer the Property to the Buyer.
- 2.3 Neither the Property nor any part or portion thereof is the subject matter of any decree or order or attachment before or after judgment of any court of law and/or any authority or authorities including under the provisions of the Income Tax Act, 1961, there are no proceedings pending in any court of law wherein the Property is the subject matter whereby or by reason or means whereof the Seller has been prohibited or prevented or restrained from selling or transferring the Property.
- 2.4 The Seller has not entered into any Agreement or arrangement for the sale, disposal, transfer, lease or encumbrance of whatsoever nature, in respect of the Property with any party and no person whomsoever other than the Seller has any claim, demand or right of any nature whatsoever into or upon or in respect of the Property.
- 2.5 In case the Seller has entered into any Agreement or arrangement for the sale, disposal, transfer, lease or encumbrance of whatsoever nature, in respect of the Property or any part thereof, then the Sellers shall provide deed of cancellation or any other valid agreement which shows the Seller is absolute owner of the Property and has full right, power and absolute authority to sell and transfer the Property.

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Office of Corrections (1/1/1)

HOUTHAI A. A. B.A. LL.B. (Spl)

Advocate & Notary

Mobile: 9822221

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- 2.6 The Seller has not created any charge or encumbrance of whatsoever nature in respect of the Property, nor shall the Seller create any encumbrance during the validity of this Agreement.
- 2.7 In case Seller has created any charge she shall provide charge closure / NoC from the concerned authorities.
- 2.8 The Seller shall pay any and all Property taxes and other dues in respect of the Property till the execution of the Deed of Conveyance in respect of the Property in favour of the Buyer.
- 2.9 The Seller shall sign, execute, register and complete, such other instruments and instruments as may be required by the Buyer, from time to time and at all times hereafter, in order to more effectually and completely transfer the title of the Property to the Buyer.
- 2.10 The Seller shall make available all documents and other information as may be required by the Buyer in order to satisfy the Buyer of the title of the Seller to the Property.
3. The sale will be completed by the Seller by executing a Deed of Conveyance in favour of the Buyer or State Forest Department or any other Government authority as instructed by the Buyer.
4. The Seller shall indemnify and keep indemnified the Buyer from and against all actions, claims, demands, costs, charges and expenses, in respect of the Property claimed as falling due prior to the date of handing over of possession of the Property whether payable by the Seller or any predecessor in title or any person or persons claiming through the Seller.
5. In the event Seller fails to satisfy good and marketable title to the satisfaction of Buyer, then the Buyer shall be entitled to cancel this Agreement by issue notice and on such cancellation the Buyer shall be entitled to claim and recover from the Seller any costs, charges and expenses incurred by the Buyer and incidental to this Agreement and the damages suffered by Buyer.
6. If there are any persons who are in occupation of any portion of the Property, Seller shall get evicted those person in order to ensure that peaceful and vacant physical possession is handed over to the Buyer at the time of execution of the registered Sale Deed/s.
7. If any notice for acquisition are issued/published and whether or not received by the Seller before the completion of sale or is encumbered voluntary or involuntary or becomes subject matter of any litigation, the Seller shall have the option to cancel this Agreement and on such cancellation the Buyer shall be entitled to claim and recover from the Seller any costs, charges and expenses incurred by the Buyer and incidental to this Agreement and the damages suffered by Buyer .
8. If the Seller makes default in completing the sale within the stipulated period, the Buyer shall, have the right to cancel this Agreement by giving seven days notice to the Seller to that effect and on the cancellation of the Agreement, the Buyer shall be entitled to claim costs,

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HOUTHAI .A. A, B.A, LL.B, (Spl)

Advocate & Notary

ALP-11080001-580931

Handwritten signature

charges and expenses incurred by the Buyer and incidental to this Agreement and the damages suffered by Buyer. This is without prejudice to the right of the Buyer to seek specific performance of this Agreement through Court.

#### 9. STAMP DUTY AND REGISTRATION

The stamp duty and registration charges on this Agreement, the Deed of Conveyance and all other documents to be executed in pursuance of this Agreement shall be borne and paid by the Buyer.

#### 10. JURISDICTION

The Courts at Ballari alone shall have the exclusive jurisdiction to hear matters pertaining to this Agreement.

#### 11. AMENDMENTS

No amendment, deletion, addition or other changes in any provision of this agreement or waiver of any right or remedy, herein provided, will be effective unless specifically set forth in writing signed by the parties to be bound thereby

#### 12. HEAD NOTES

The Head Notes are for the purpose of convenience and shall not be taken into account in considering or constructing or interpreting any of the provisions hereof.

13. The Seller hereby agree and confirm that the contents of this Agreement has been explained to Seller in the language known to the Seller by Shri, Tirumala Rao who has signed as witness to this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

#### SCHEDULE DESCRIPTION OF THE PROPERTY

Land situated within the limits of **Baggalagudda Village, Lingasuguru Taluk, Raichur District, Karnataka**, bearing **Survey No. 67** measuring extent of **15 Acres 08 Guntas (P.K. 25 Guntas)** with the following descriptions:

East : Land of Survey No 28 & 29.

West : Land of Survey No 28, 26 & Connecting Road from Yaradoddanahalli to Baggalagudda.

North : Land of Survey No 28

South : Land of Survey No 28

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