

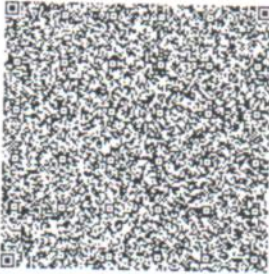


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No.	: IN-KA82192394500175P
Certificate Issued Date	: 09-Feb-2017 01:19 PM
Account Reference	: NONACC (FI)/ kaksfcl08/ BELLARY8/ KA-BY
Unique Doc. Reference	: SUBIN-KAKAKSFCL0813406327348659P
Purchased by	: GURU RAJA RAO SYAMA RAO KUPPE RAO VENKATESHA
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GURU RAJA RAO SYAMA RAO KJPPE RAO VENKATESHA
Second Party	: JSW STEEL LTD TORANAGALLU
Stamp Duty Paid By	: GURU RAJA RAO SYAMA RAO KUPPE RAO VENKATESHA
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 10th day of February, 2017.

Between

Shri. Gururaja Rao S/o Bhogeshwar Rao, aged about 61 years, residing at Lingasugura village, Lingasuguru Taluk, Raichur 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 his/her legal heirs, executors, successors and permitted assigns); of the FIRST PART

M/s. JSW Steel Ltd.,

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and all 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.

Shri. Sham Rao S/o Adavi Rao, aged about 62 years, residing at Koppal Town, 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 his/her legal heirs, executors, successors and permitted assigns); of the FIRST PART.

Shri. Venkatesh S/o Kishan Rao, aged about 49 years, residing at Dharawad City, Dharawad Taluk, Dharawad 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 his/her legal heirs, executors, successors and permitted assigns); of the FIRST PART.

Shri. Kuppe Rao S/o Vasanth Rao, aged about 55 years, residing at Medikinal village, Lingasuguru Taluk, Raichur 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 his/her legal heirs, executors, successors and permitted assigns); of the FIRST PART.

And

JSW STEEL LIMITED, a company incorporated under the Companies Act 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.74/2A, 74/2B, 74/4, 74/1 and 74/5A/1** admeasuring approx. **21-18 acres (P.K.2-37 acres), 15-02 acres , 22-10 acres (P.K. 2-20 acres), 36-07 acres (P.K. 3-10 acres) and 15-20 acres (P.K. 4-05 acres)** Total extent of **110-17 acres (P.K.12-32 acres)** or thereabouts situated at **Timmapur 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) Purchaser is in the process of identifying land required for Compensatory Afforestation. It has come to the knowledge of the Seller that Buyer is looking for land for the purpose of taking up Compensatory Afforestation.

M/s. JSW Steel Ltd.,

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Authorised Signatory.

[Handwritten signatures and initials]

- (d) The Seller in sound, disposing mind, without undue influence, coercion and for his and his 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.1,46,43,750/- (Rupees One Crore Forty Six Lakhs Forty Three Thousand Seven 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.74/2A, 74/2B, 74/4, 74/1 and 74/5A/1 admeasuring approx. 21-18 acres (P.K.2-37 acres), 15-02 acres , 22-10 acres (P.K. 2-20 acres), 36-07 acres (P.K. 3-10 acres) and 15-20 acres (P.K. 4-05 acres) Total extent of 110-17 acres (P.K.12-32 acres)** or thereabouts situated at **Timmapur Village, Lingasugur Taluk Raichur District, Karnataka** more particularly described in the Schedule hereunder 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 **Rs.1,46,43,750/- (Rupees One Crore Forty Six Lakhs Forty Three Thousand Seven 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, simultaneously with the execution of this Agreement, the Buyer has paid to the Seller **INR Rs.10,00,000/- (Rupees Ten Lakhs Only)** each **Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only)**, as an "Advance" through ~~State Bank of Mysore (S.B.M.)~~ **State Bank of India (S.B.I.)** Bank vide Cheque Number **908828, 908829, 908826 and 908827, respectively** dated **10/12/2017**.... which forms part of the Purchase Consideration.

2. REPRESENTATIONS AND WARRANTIES OF THE SELLER

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

M/s. JSW Steel Ltd.,

Authorised Signatory.

[Handwritten signatures and initials]

- 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 full has 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 has absolute owner of the Property full has right, power and absolute authority to sell and transfer the Property.
- 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 he 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 Sale Deed 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.

M/s. JSW Steel Ltd.,

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Authorized Signatory.

[Handwritten signatures]

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 the advance amount.
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 the advance amount.
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 and recover from the Seller not only the advance amount but also interest at 12% p.a, costs, 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 this two lands e Buyer to seek specific performance of this Agreement through Court.
9. The Seller has acquired the property through inheritance. Since the seller father passed away recently the Seller name has still not been mutated in the Revenue records in respect of Survey No 74/1 and 74/5A/1 admeasuring 36-07 and 15-20 acres respectively. However sellers undertake to get their names mutated in the Revenue records of these two lands before execution of the Conveyance Deed.

10. 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.

11. JURISDICTION

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

12. 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

13. 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.

M/s. JSW Steel Ltd.,

Authorised Signatory.

[Handwritten signatures and initials]

14. 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, A.K.Udedappa who has signed as witness to this Agreement.

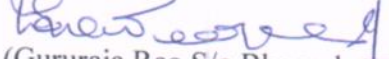



IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SCHEDULE DESCRIPTION OF THE PROPERTY

The Lands situated within the limits of Timmapur Village, Lingasuguru Taluk Raichur District, Karnataka, bearing Survey No. 74/2A, 74/2B, 74/4, 74/1 and 74/5A/1 admeasuring extent of 21-18 acres (P.K. 2-37 acres), 15-02 acres (P.K.0-00 acres), 22-10 acres (P.K. 2-20 acres), 36-07 acres (P.K.3-10 acres) and 15-20 acres (P.K.4-05 acres) respectively with the following descriptions:

Sl No	Survey No	Extent			East	West	North	South
		Total Extent	Pot Karab	Net Extent				
1	74/2A	21-18	2-37	18-21	Yeradod di Sema	Sy No 74/2 part	Sy No 74/1	Sy No 74/4 & 74/3
2	74/2B	15-02	0-00	15-02	Sy No 74/2 part	Sy No 74/2 part & Sy No 126	Sy No 74/1	Sy No 74/4 & 74/3
3	74/4	22-10	2-20	19-30	Sy No 74/3	Sy No 127	Sy No 74/2	Sy No 134
4	74/1	36-07	3-10	32-37	Yeradod di Sema	Sy No 74/5	Sy No 74 part	Sy No 74/2
5	74/5A/1	15-20	4-05	11-15	Sy No 74/1	Sy No 74/6	Sy No 74 part	Sy No 126

SIGNED AND DELIVERED by the
Within named Seller

1. 
(Gururaja Rao S/o Bhogeshwar Rao)
2. 
(Sham Rao S/o Adavi Rao)
3. 
(Venkatesh S/o Kishan Rao)
4. 
(Kuppe Rao S/o Vasanth Rao)

M/s. JSW Steel Ltd.,



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Authorised Signatory.

SIGNED AND DELIVERED by the
Within named Buyer

)
)
M/s. JSW Steel Ltd.,
Authorized Signatory.

Witnesses:-

1. 
(AK. UDEOAPPA)
HOSUR.
2. 
Kishore Mutalik
(Lingasur)

3) 
Mr. (Kishore Mutalik)

(Kishore Mutalik & Co. Chartered
Accountants)