



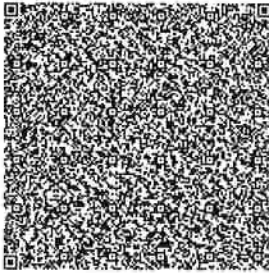
सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No. : IN-KA69374103637620P
 Certificate Issued Date : 13-Jul-2017 03:14 PM
 Account Reference : NONACC (BK)/ kakscub08/ BELGAUM2/ KA-BL
 Unique Doc. Reference : SUBIN-KAKAKSCUB0887566529622561P
 Purchased by : NAGARAJ N SHILAVANT AND OTHERS
 Description of Document : Article 5 Agreement relating to Sale of Immoveable property
 Description : AGREEMENT OF SALE
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : NAGARAJ N SHILAVANT AND OTHERS
 Second Party : J S W STEEL LTD TORANAGALLU
 Stamp Duty Paid By : NAGARAJ N SHILAVANT AND OTHERS
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)

Issued by
 The Belgaum District Revenue
 Employees Co-operative Bank
 Ltd., Belgaum
 Authorised Signatory



Please write or type below this line

1) Nagaraj

2) [Signature]

[Signature]

R. Khulji

made and executed on this the 13th day of July 2017
at KHANAPUR, Dist, BELAGAVI.

[Signatures]

AGREEMENT OF SALE WITHOUT POSSESSION

THIS DEED of agreement of sale without possession

[Signature]
 For JSW Steel Ltd.
 Authorised Signatory

No. of Correction

Statutory Alert:
 1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details of 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.

BETWEEN:

1. **SRI. NAGARAJ NAGABHUSAN SHILAVANT**, Age: Major Occ: business R/o. Khanapur, GPA holder of the joint owners
1] **Sri.Tukaram Putaji@ Punaji Devali** 2] **Smt. Hema @ Hemaji @ Hemaga Tolu Gaonkar** of the schedule below lands to the extent of 1/86 share each i.e. all the two shares comes to the extent of **20 Acres 21 Guntas 10 Annas 68 Paise, Party No. I of the First Part.**

2. **SRI.NARAYAN SOMANNA GAVADE** Age: major Occ; business R/o. Khanapur, GPA holder of the joint owners 1] **Smt. Saraswati Suryoba Gurav** of the schedule below lands to the extent of 1/86 share each i.e. one share comes to the extent of **10 Acres 10 Guntas 11 Annas 34 Paise, Party No.II of the First Part.**

3. **SRI. SADANAND APPANNA DHABALE** Age: major Occ: business R/o. Khanapur, GPA holder of the joint owners 1] **Sri. Fattu Laxman Gaonkar** 2] **Smt. Laxmi Appaji @ Appi Gavada D/o late Sakaram A.Gavada** 3] **Smt. Gopika @ Gapiki Kaman Gaonkar @ Gavas** 4] **Sri. Yashwant Mahadev Gurav** of the schedule below lands to the extent of 1/86 share each i.e. all the four shares comes to the extent of **41 Acres 02 Guntas 13 Annas 36 Paise, Party No.III of the First Part.**

4. **SRI. RAFIKAHMED KAMALSAB HUDALI**, Age: major Occ: business R/o. Khanapur, GPA holder of the joint owners
1] **Sri. Umaji Laxman Gaonkar** 2] **Sri.Krishna Devappa Gavada** 3] **Sri. Appanna Nilkant Gavada** 4] **Sri.Mashnu**

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D.K. Hudli

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For JSW Steel Ltd.
Authorised Signatory

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Vithal Devali of the schedule below lands to the extent of 1/86 share each i.e. all the four shares comes to the extent of **41 Acres 02 Guntas 13 Annas 36 Paise, Party No.IV of the First Part.**

5. **SRI. HARISH NAGARAJ SHILAVANT** Age: major Occ: business R/o. Khanapur, GPA holder of the joint owners 1] **Smt. Rukmini Ramu@ Rama Ghadi** 2] **Sri.Rama Balu Gadkari** 3] **Sri.Vasudev Nilakant Gavada@Gavade,** 4] **Sri.Mahadev Vasu Gurav** 5] **Sri.Dnyaneshwar Nilakant Gavada** 6] **Sri. Pandurang Mahadev Gaonkar** of the schedule below lands to the extent of 1/86 share each i.e. all the six shares comes to the extent of **61 Acres 24 Guntas 04 Annas 04 Paise, Party No.V of the First Part.**

SRI.GANAPATI MASHNU KAMBALE Age: major Occ; business R/o. Khanapur, GPA holder of the joint owners 1] **Sri.Ratnakar @ Ratan Nilakant Gavada** 2] **Sri. Pandurang Luma Gavada** of the schedule below lands to the extent of 1/86 share each i.e. all the two shares comes to the extent of **20 Acres 21 Guntas 10 Annas 68 Paise, Party No.VI of the First Part,**



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For JSW Steel Ltd.,
Authorized Signatory

Hereinafter referred to as "**SELLERS**" (which express shall mean and includes their heirs, legal representatives, successors, administrators, assignees, agents etc.) of **of the FIRST PART,**

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: Vidhyanagar, 583 275, Sandur Taluk, Bellary District, in the State of Karnataka, (Hereinafter referred to as "**BUYER**" which expression shall, repugnant to context or meaning hereof includes its successors administrators, assignees etc) **of SECOND PART.**

The seller/Vendors and the buyer shall hereinafter together referred to as 'Parties' and individually as the 'Party'

WHEREAS:

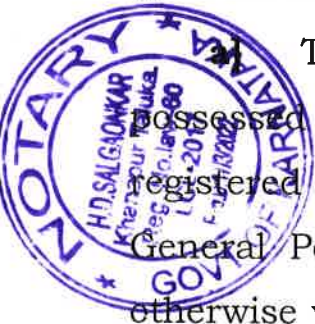
The "**SELLERS**" are the absolutely seized and possessed the schedule **PROPERTY** by virtue of execution of registered agreement of sale along with registered Irrevocable General Power of Attorney by its respective joint owners of or otherwise well and sufficiently entitled to the part to the extent of **195 Acres 03 guntas 15 Annas 46 paise** out of the agricultural lands bearing **Survey No.71 & 72** both totally admeasuring approximately **883 acres 1 Gunta** of the or there about situated at **Gavali Village of Gunji Hobli** of Khanapur Taluk, Dist Belagavi, within the jurisdiction of Sub-Registrar

R.K. Hudli

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For JSW Steel Ltd.,
Authorized Signatory

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Khanapur, with if any structure/trees/plants standing thereon and more particularly described in the schedule hereunder (hereafter referred to as the **"PROPERTY"**).

b] The **"PROPERTY"** has been acquired by the joint owners (who have executed the registered agreements along with registered General Power of Attorneys) by way of inheritance as the same was owned and possessed by their respective forefathers and the same also mutated in the name of the owners in the revenue records as joint owners and the sellers are having full rights, absolute authority to sell , dispose of and transfer the **"PROPERTY"** by virtue of the registered Irrevocable GPA executed by the owners, in the manner Sellers wishes to their respective shares in the said lands..

c] The Buyer is in the process of identifying land required to be transferred to the concerned department for the purpose of Compensatory Afforestation. It has come to the knowledge of the Sellers that the buyer is looking for the land for the purpose of compensatory afforestation.

d] The sellers are already approached and established their rights over the said **"PROPERTIES"** by way producing all the relevant documents pertaining to the said lands which disclose



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For JSW Steel Ltd.,
Authorized Signatory

that the Sellers are the absolute joint owners of the land in question and the **BUYER** has satisfied with the rights of the sellers on the said lands.

e] The Sellers are in sound, disposing mind, without undue influence, coercion and for them and for their families bonafide needs and requirements have agreed to sell the **"PROPERTIES"** to the Buyer, and the buyer has agreed to purchase the same free from any encumbrances whatsoever, for the agreed rate per acre and on the terms and conditions more particularly referred herein below.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good 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:

I. AGREEMENT AND CONSIDERATION

The Sellers have agreed to sell, convey and transfer in favour of the Buyer and the Buyer has agreed to purchase from the Sellers, the portion from the agricultural lands bearing survey No. 71 & 72 to the extent of **195 Acres 03 guntas 15 Annas 46 paise** or thereabouts situated at **Gavali Village of Gunji Hobli of Khanapur Taluk Belagavi Dist.Karnataka**, within the jurisdiction of Sub-Registrar Khanapur, 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 all /any encumbrances and reasonable doubts, together with all the structure/trees/plants, fencing,

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For JSW Steel Ltd.
Authorized Signatory



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edifices, sewers, drains, ditches, shrubs ways, paths, passages, common, gullies, wells, water, water-courses, liberties, privileges, easements, profits, advantages, rights, appurtenances, whatsoever to the said lands and any part thereof belonging or on any wise appurtenances 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 (herein referred to as "Properties" for the agreed rate per are.

2] In consideration of the Sellers agreeing to sell, Convey and transfer the property to the Buyer in accordance with this agreement, simultaneously with execution of this agreement, the Buyer has agreed to pay substantial portion of the agreed sale consideration in the form of Bank D.D. in the name of the Sellers at the time of execution of registered sale deed before the Sub-Registrar, Khanapur and the remaining balance of the agreed sale consideration amount will be paid after due mutation of the name of the Buyer or the name mentions in the sale deed executed as per the instructions of Buyer to the concerned revenue records of the property in question.

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For JSW Steel Ltd.,
Authorized Signatory

3] Further, the Sellers are agreeing to sell the entire PROPERTIES (Both Survey No.71 & 72 totally admeasuring 883 Acres) which agreed to sell to the Buyer. In case if the Sellers fails to comply this condition the Buyer is having the option to cancel this agreement at any movement.

4] Further it is agreed that the Sellers should get it divide the properties before the execution of sale deeds as per the proportionate share in the same in their individual capacity with due process of law from the revenue authority i.e. by way of Phodi and execute the sale deeds to their respective shares in favour of the Buyer. In case if the Sellers fails to comply this condition the Buyer is having the option to cancel this agreement at any movement.

5] Further, the Sellers should get the entire property be conducted the joint survey through revenue and forest authority jointly before the execution of the sale deeds in respect of the same. In case if the Sellers fails to comply this condition the Buyer is having the option to cancel this agreement at any movement.

II. REPRESENTATION AND WARRANTIES OF THE SELLERS.

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

1] The sellers are the absolute and joint owners of the property and no other persons other than the names appears on the revenue records are having any right , title ,interest , claim, demand of any nature whatsoever unto or upon the property, either by way of sale, charge, mortgage, lien, gift, trust, lease

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For JSW Steel Ltd.
Authorized Signatory



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easement or other wise however sand the **"PROPERTY"** is free from all encumbrances.

2] The sellers are full and absolute right, power and authority to sell and transfer the **"PROPERTY"** to the buyer.

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 the any court of law wherein the **"PROPERTY"** is the subject matter whereby or by reason or means whereof the Sellers have been prohibited or prevented or restrained from selling or transferring the **"PROPERTY"**.

4] The sellers have not entered into any agreement or arrangement for the sale ,disposal, transfer, lease, or encumbrances of whatsoever nature, in respect of the **"PROPERTY"** with any party and no person whomsoever other than the Sellers have any claim, demand or right of any nature whatsoever into or upon or in respect of the **"PROPERTY"**.

5] In case the Sellers have entered into any Agreement or

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Arrangement for the sale, disposal, transfer, lease or

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For JSW Steel Ltd.,
Authorised Signatory

encumbrances 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 sellers have absolute owners of the property and having full right, power and absolute authority to sell and transfer the **"PROPERTY"**.

6] The sellers have not created any charges or encumbrances of whatsoever nature in respect of the **"PROPERTY"**, nor shall the Sellers create any encumbrances during the validity of this agreement.

7] In case the Sellers have created any charge they shall provide charge closure/NOC from the concerned authorities

The Sellers shall pay any and all property taxes and other dues in respect of the **"PROPERTY"** till execution of the deed of Conveyance in respect of the property in favour of the buyer.

8] The Sellers shall sign, execute, register and complete, such other instruments and instruments as maybe 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.

10] The Sellers shall make available all the documents and other information as may be required by the Buyer in order to satisfy the Buyer of the tile of the Sellers to the **"PROPERTY"**.

III. The sale will be completed by the Sellers by executing a Register sale deed in favour of the buyer or State Forest Department or any other Government authority as instructed by the Buyer.

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For JSW Steel Ltd.,
Authorised Signatory
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IV. The Sellers 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 Sellers or any other predecessor in title or any person or persons claiming through the Sellers.

V. In the event of Sellers fails to satisfy good and marketable title to the satisfaction of the Buyer, then the Buyer shall be entitled to cancel this agreement of sale by issuing notice to the Sellers and on such cancellation the Buyer shall be entitled to claim and recover from the Sellers the advance amount if paid.

VI. If there are any persons who are in occupation of any portion of the **"PROPERTY"**, sellers shall get evicted those persons 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.

VII. If any notice for acquisition are issued/published and whether or not received by the sellers before the Completion of the sale or is encumbered voluntarily or involuntarily or becomes

subject matter of any litigation, the Sellers have the option to

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For JSW Steels Ltd.,
Authorised Signatory

cancel this agreement and on such cancellation the Buyer shall be entitled to claim and recover from the Sellers the advance amount if paid.

VIII. If the Sellers makes default in completing the sale within the stipulated period mentioned by the Buyer, the Buyer shall have the right to cancel this agreement by giving seven days notice to the Sellers to that effect and on cancellation of the agreement, the Buyer shall be entitled to claim and recover from the Sellers not only the advance amount if paid but interest at 12% p.a., cost, 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 Contract of this agreement of sale through court of law.

IX. 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.

X. JURISDICTION.

The courts at Bellary alone shall have the exclusive jurisdiction to hear the matters pertaining to this agreement.

XI. AMENDMENTS

No amendment, deletion, addition or other changes if 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.

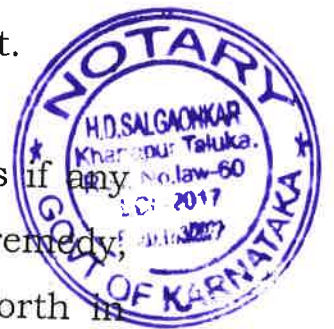
XII. HEAD NOTES.

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For JSW Steel Ltd.,
Authorised Signatory



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

XIII. The Sellers hereby agrees and confirm that the contents of this agreement has been explained to the Sellers in the language known to the Sellers by Sri. M.M.SHETTY 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 mentioned hereinabove.

SCHEDULE OF PROPERTY.

Land situated within the limits of **GAVALI Village of GUNJI Hobli of KHANAPUR Taluk of BLEALGAVI** Dist. KARNATAKA bearing Survey No.71 and 72 (part therein) measuring **195 Acres 03 guntas 15 Annas 46 paise** with the following descriptions:
EAST: SY. NO.70 WEST:SY.NO.70
NORTH: MAHADAI RIVER SOUTH: SY NO.70



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SINGED AND DELIVERED by the

Within the named Sellers 11 (Sri.Nagara: Nagabhusan Shilavant)

For JSW Steel Ltd.

Authorized Signatory





In the presence of:



S. Phale



2] (Sri. Narayan Somanna Gavade)

3] (Sri. Sadanand Appanna Bhabale)



R.K. Hudali



4] (Sri. Rafikahmed Kmalsab Hudali)

5] (Sri. Harish Nagaraj Shilavant)



Harish



6] (Sri. Ganapati Mashnu Kamble)

For JSW Steel Ltd.,
J. Babbar
JSW Steel Ltd.,
Authorized Signatory



SIGNED AND DELIVRED by the

Within the named Buyer

In the presence of

Witness
Shilavant
M. M. Shetty
ADVOCATE
BELAGAVI

' EXECUTED BEFORE ME "

H.D. Salgaonkar
13/7/2017

H.D.SALGAONKAR
B Sc.LLB(Spl)
ADVOCATE & NOTARY
KHANAPUR, DIST BELAGAVI



13 JUL 2017

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nil