

462/4523

पावली

Original/Duplicate

Wednesday, December 03, 2014

नोंदणी क्र.: 39M

3:07 PM

Regn.: 39M

पावली क्र.: 50943

दिनांक: 03/12/2014

गावचे नाव: खालापूर

दस्तावेजाचा अनुक्रमांक: क्र. 4523-2014

दस्तावेजाचा प्रकार : खरेदीखत

सादर वगणण्याचे नाव: महिंद्रा सॅमिओ स्पेशिअल स्टील आयव्हेंट लिमिटेड वर्क कंपनी  
सेक्रेटरी श्री प्रदिप सातयेयन

मोदणीची

रु. 30000.00

दस्त हाताळणी फी

रु. 1100.00

वाटा पन्ना

रु. 20.00

पृष्ठांची संख्या: 55

एवढा

रु. 31120.00

आपणस मूळ दस्त, शिवनेरी रोड, सी.बी.डी. चौक, सोनी अटॉर्नी 3:19 PM ह्या वेळस मिळेल.

दुय्यम निवेदन, खालापूर

बाजार मूल्य: रु. 34056000/-

मोबदला: रु. 0/-

अरतेने गुदांक शुल्क :

रु. 1702800/-

1) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-

डीडी/धनादेश/पि ऑर्डर क्रमांक: MH004147060201415M दिनांक: 03/12/2014

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु. 1120/-

Dhale



03/12/2014

सूची क्र.2

दुर्यम निबंधक : दु.नि. खालापूर

दस्त क्रमांक : 4523/2014

नोंदणी :

Regn:89m

गावाचे नाव : 1) खालापूर

(1) विलेखाचा प्रकार खरेदीखत

(2) गोंदवला 0

(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)

34056000

(4) भू-संपन,घोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव: खालापूर नगरपालिका, इतर माहिती: दस्त्यात नमुद केल्याप्रमाणे ( C.T.S. Number: 1687/2 )

(5) क्षेत्रफळ

1) 8403.84 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असलेले तपह्या.

(7) दस्तऐवज करून देणा-या/लिहून देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास, प्रतिलिपिचे नाव व पत्ता.

1): नाव:- महिंद्रा युटिलिटी स्टील कंपनी लिमिटेड, तर्फे कंपनी सेक्रेटरी श्री अजय कदव वर:-  
44, पत्ता:- प्लॉट नं. 74, माळ नं. -, इमारतीचे नाव: गणेश अपार्टमेंट, ब्लॉक नं. ऑफ सितलादेवी टेंपल, रोड नं. लेडी जमशेदजी रोड माहिम, पिन कोड:-400016 पॅन नं:- AAACM1998G

2): नाव:- मोन्येला इमारत महिंद्रा सेल महिंद्रा लिमिटेड तर्फे जमरल मॅनेजर कार्पिड इमफरट्रडर आणि रूनिहिसस श्री आर. एस. देवपांडे वर:- 60, पत्ता:- प्लॉट नं. -, माळ नं. -, इमारतीचे नाव: गेटवे विलेज, ब्लॉक नं. अपोलो बंदर, रोड नं. -, MUMBAI. पिन कोड:-400001 पॅन नं:- AAACM3025E

(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास, प्रतिलिपिचे नाव व पत्ता

1): नाव:- महिंद्रा सेलिंग स्पेशियल स्टील प्रॉजॅक्ट लिमिटेड तर्फे कंपनी सेक्रेटरी श्री प्रदिप सालीयन वर:- 50, पत्ता:- प्लॉट नं. 74, माळ नं. -, इमारतीचे नाव: गणेश अपार्टमेंट, ब्लॉक नं. ऑफ सितलादेवी टेंपल, रोड नं. लेडी जमशेदजी रोड माहिम, MUMBAI. पिन कोड:-400016 पॅन नं:- AADCN/895E

(9) दस्तऐवज करून दिल्याचा दिनांक 29/11/2014

(10) दस्त गोंदणी केल्याचा दिनांक 03/12/2014

(11) अनुक्रमांक, खंड व पृष्ठ 4523/2014

(12) बाजारभावप्रमाणे मुद्रांक शुल्क 1702800

(13) बाजारभावप्रमाणे नोंदणी शुल्क 30000

(14) शेष

मुल्यांकनासाठी विचारात घेतलेला तपशील:-



महाराष्ट्र शुल्क आकराताना निवडलेला  
अनुच्छेद :- 1

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

462/4523

बुधवार, 03 डिसेंबर 2014 3:07

म.जं.

दस्त गोपवारा शास-1

कलर

45/94

दस्त क्रमांक: 4523/2014

दस्त क्रमांक: कलर /4523/2014

बाजार मूल्य: रु. 3,40,56,000/- सोबदस्त: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.17,02,800/-

दु. नि. सह. दु. नि. कलर यांचे कार्यालयात

फायली:50843

पावती दिनांक: 03/12/2014

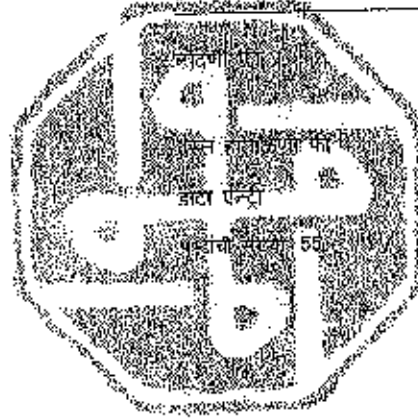
अ. क्र. 4523 वर दि.03-12-2014

सादरकरणाचे नाव: महिंद्रा सॉल्यूशंस स्पेशियल स्टोअर  
प्रायव्हेट लिमिटेड तर्फे कंपनी सेक्रेटरी श्री प्रदिप सानीयन

रोजी 3:06 म.सं. वा. हजार केला.

Signature

दस्ता हजर करणाऱ्याची सही:



रु.

30000.00

रु.

1100.00

रु.

20.00

एकूण: 31120.00

Sub-Registrar, Khajapur  
मुख्य निबंधक, खालापूरSub-Registrar, Khajapur  
मुख्य निबंधक, खालापूर

दस्ताचा प्रकार: खरेदीखत

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थानगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश विकास प्राधिकरणाच्या हद्दीत असलेल्या कोणत्याही शालीण क्षेत्रात, किंवा मुंबई मुद्रांक (मासमत्तेच्या प्रत्यक्ष बाजार मूल्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण प्रभाव क्षेत्रात.

शिवका क्र. 1 03 / 12 / 2014 02 : 58 : 31 PM ची वेळ: (सादरीकरण)

शिवका क्र. 2 03 / 12 / 2014 02 : 59 : 14 ची वेळ: (सादरीकरण)



टोकन नं १६
दस्त क
दिनांक 31/9/15

लिपुन देना १ - महिदा फुजिन रूथिन कंपनी लि.  
तर्फे. श्री. अनय कश्यप - ५५

लिपुन देना २ - महिदा सॅनिटो रेडिअल स्टील पा. लि.  
तर्फे. श्री. प्रविण सॅलियन - ५५  
मह्यता देना - महिदा सॅन्ड महिदा लि. तर्फे  
श्री. आर. एस. देसाय -  
मिळवणीचे पत्र - मो. वासना कुलकर्णी

विशेष - बि. एस. हरोडे - ५६  
जगदिहा नगर खोपेपली

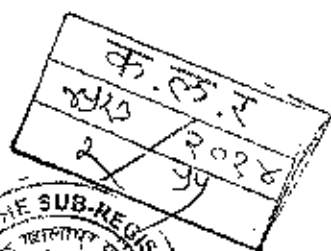
- नि. सिरोजे - ५७  
जगदिहा नगर खोपेपली.



**CHALLAN**  
**MTR Form Number-6**

GRN	MH004146358 201415M	BARCODE	Date		28/11/2014-11:19:40	Form ID	25.1
Department Inspector General Of Registration			Payer Details				
Type of payment Non-Judicial Customer Direct Payment			TAX ID (If Any)				
Sale of Non Judicial Stamps IGR Reat of Maha			PAN No.(If Applicable)		AACDM0890		
Office Name KLR KHALAPUR SUB REGISTRAR			Full Name		MAHINDRA UGINE STEEL COMPANY LIMITED		
Location RAIBAD			Flat/Block no.		16B72 Laxaj and Vasrang		
Year 2014-2015 One Time			Premises/Bldg				
Account Head Details		Amount In Rs.	Road/Street		B403.87 Sq. Mts		
8030046401 Sale of NonJudicial Stamp		1702800.00	Area/Locality		JAGDISH NAGAR KHOPOLI		
			Town/City/District				
			PIN		4 1 0 2 1 6		
			REMARKS PAN2=AACDM7895E-PN-MAHINDRA SANYO SPECIAL STEEL PR				
			(If Any) IVATE LIMITED~CA=0				
			Make payment at any of the listed branches * of				
			BANK OF MAHARASHTRA				
			handling Government of Maharashtra Business				
			Before 05/12/2014				
Total		1702800.00					
Amount In	Sevanleen Lakh Two Thousand Eight Hundred Rupees Only						
Words							
Payment Details BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK				
Cheque/DD Details			Bank CIN	REF No.			
Cheque/DD No.			Date				
Name of Bank			Bank-Branch		BANK OF MAHARASHTRA		
Name of Branch			Serial No. ,Date				

Mobile No. : 0011093400







क.ल.र.
२४३/२०८४
५५/२





क.ल.र  
१९७३/२०७३  
८/५





CHALLAN  
MTR Form Number-6

GRN	MH00 4147060 2014-15M	BARCODE	Date 28/11/2014-11:35:07		Form ID 25.1
Department Inspector General Of Registration			Payer Details		
Type of payment Registration Fees			TAX ID (If Any)		
Ordinary Collections IGR			PAN No. (If Applicable)		AAACM49980
Office Name KLR_KHALAPIJR SUB REGISTRAR			Full Name		MAHINDRA UGINE STEEL COMPANY LIMITED
Location RANGAD			Flat/Block no.		1687/2 Lavej and Wasrauz
Year 2014-2015 One Time			Premises/Bldg		
Account Head Details			Road/Street		8403.87 Sq. Mtrs
0030063301 Amount of Tax			Area/Locality		JAGDISH NAGAR KMDPOLI
			Town/City/District		
			PIN		4 1 0 2 5 8
			REMARKS PAN2=AAACM49980-PN=MAHINDRA SANYO SPECIAL STEEL PH		
			(If Any) IVATE LIMITED-QA=1		
			Make payment at any of the listed branches * of		
			BANK OF MAHARASHTRA		
			handling Government of Maharashtra Business		
			Before 05/12/2014		
Total 30000.00			FOR USE IN RECEIVING BANK		
Amount In Thirty Thousand Rupees Only			28/11/2014		
Words			99		
Payment Details BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK		
Cheque/DD Details			BANK OF MAHARASHTRA		
Cheque/DD No.			BANK OF MAHARASHTRA		
Name of Bank			BANK OF MAHARASHTRA		
Name of Branch			BANK OF MAHARASHTRA		

Mobile No.: 9011093465

25.05.21	
8923	2021
C	99



क.ल.र
29/3/2028
2/44

## DEED OF CONVEYANCE

This Deed of Conveyance (this "Deed") is made on this 29<sup>th</sup> day of November, 2014 at Mumbai

## BY AND BETWEEN

MAHINDRA UGINE STEEL COMPANY LIMITED, a Company incorporated under the Companies Act, 1956, and having its Registered Office at 74, Ganesh Apartment, Opp. Sitadevi Temple, Lady Jamshedji Road, Mahim, Mumbai-400 016, PAN No AAACM4998G through its Authorized Representative Mr Ajay Kadhao, (Company Secretary) (hereinafter referred to as the 'Vendor' which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include its successors) of the First Part;

AND

*Amr*

*Deedies*

*2*

**MAHINDRA SANYO SPECIAL STEEL PRIVATE LIMITED** (Earlier known as Navyug Special Steel Private Limited), a Company incorporated under the Companies Act, 1956, and having its Registered Office at 74, Ganesh Apartment, Opp. Sitaladevi Temple, Lady Jamshedji Road, Mahim, Mumbai-400 016, PAN No AADCN7895E through its Authorized Representative Mr Pradeep Salian (Company Secretary) (hereinafter referred to as the 'Purchaser' which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include its successors) of the **Second Part**;

**AND**

**MAHINDRA & MAHINDRA LIMITED**, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Gateway Building, Apollo Bunder, Mumbai - 400 001, PAN No AAACM3025E represented by its Authorized Representative Mr. R. S. Deshpande, (General Manager, Corporate Infrastructure & Services,) (hereinafter referred to as the 'M&M', which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include its successors) of the **Third Part**.

(The Vendor, Purchaser and M&M shall hereinafter individually be referred to as Party and collectively as Parties)

**WHEREAS**

A. By and under a Deed of Conveyance dated 9 August 2012 registered under Serial No KLR-3470-2012 with the Sub-Registrar of Assurances at Khalapur (read with the Deed of Rectification dated 26 November 2012, registered under Serial No KLR-4926-2012 with the Sub-Registrar of Assurances at Khalapur) (collectively the "MSSSPL Deed of Conveyance") and executed between the Vendor (therein as the Vendor) and the Purchaser (therein as the Purchaser), the Vendor sold transferred and conveyed in favour of the Purchaser all that undivided piece or parcel of industrial land of ground containing by admeasurement 3,60,843.16 square meters which is equivalent to 90.21 acres (the "MSSSPL Land") forming part of the larger land admeasuring 6,76,215 square meters which equivalent to 169.05 acres or thereabouts (the "Larger Land") bearing CTS Nos 1687 situated, lying and being at Village Lavej and Wasrang, Taluka Khalapur, District Raigad, Maharashtra as more particularly described in 'Annexure A1 and Annexure A2' of the MSSSPL Deed of Conveyance and more particularly described in the "First Schedule" hereunder written and described as per the Plan annexed to the MSSSPL Deed of Conveyance together with the buildings and structures standing thereon for such consideration and on such terms and conditions as more particularly set out in the MSSSPL Deed of Conveyance.

B. And under a Deed of Conveyance dated 3<sup>rd</sup> October 2013 registered under Serial No. KLR/1829/2014 on 7<sup>th</sup> May 2014 with the Sub-Registrar of Assurances at Khalapur (read with the Deed of Rectification dated 29<sup>th</sup> April 2014, registered under Serial No KLR/1830/2014 on 7<sup>th</sup>



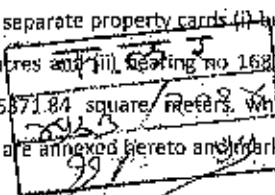
*Am*

*Salian*

*[Signature]*

May 2014 with the Sub-Registrar of Assurances at Khalapur) (collectively the "M&M Deed of Conveyance") executed between the Vendor (therein as the Vendor) and M&M (therein as the Purchaser), the Vendor sold, transferred and conveyed in favour of M&M all that undivided piece or parcel of Industrial land or ground containing by admeasurement 3,06,968 square meters which is equivalent to about 76.74 acres (the "M&M Land") forming part of the Larger Land bearing CTS No 1687 situated, lying and being at Village Lavej and Wasrang, Taluka Khalapur, District Raigad, Maharashtra as described in the Fourth Schedule of the M&M Deed of Conveyance and more particularly described in the "Second Schedule" hereunder written and coloured with mustard colour and delineated with red colour boundary line on the Plan marked as Annexure "B" and annexed to the M&M Deed of Conveyance.

- C. Pursuant to the MSSSPL Deed of Conveyance and M&M Deed of Conveyance, the remaining undivided portion of land admeasuring 3,60,843.16 square meters which is equivalent to about 2.10 acres (the "Retained Land") out of the Larger Land was retained by the Vendor which is more particularly described in the Third Schedule of the M&M Deed of Conveyance.
- D. Pursuant to MSSSPL Deed of Conveyance and M&M Deed of Conveyance, the Vendor approached the Deputy Superintendent of Land Records, Khalapur (the "DSLRL") for sub-division of the Larger Land and for issuance of 2 (two) separate property cards of CTS no 1687 for (i) the MSSSPL Land admeasuring 3,60,843.16 square meters which is equivalent to 90.21 acres, and (ii) the remaining Land collectively admeasuring 78.84 acres.
- E. Accordingly, DSLR conducted a survey of the Larger Land and demarcated the boundaries of the (i) the MSSSPL Land admeasuring 3,60,843.16 square meters which is equivalent to 90.21 acres, and (ii) the remaining Land collectively admeasuring 315371.84 square meters which is equivalent to 78.84 acres and issued a Map on 20<sup>th</sup> November 2014 (the "Government Survey Map") thereby identifying the boundaries sub-dividing the aforesaid parcels of land. A copy of the Government Survey Map is annexed hereto and marked as Annexure "A".
- F. In view of the Government Survey Map, DSLR issued 2 (two) separate property cards (i) bearing no 1687/1 in respect of MSSSPL Land admeasuring 90.21 acres and (ii) bearing no 1687/2 in respect of remaining Land collectively admeasuring 315371.84 square meters which is equivalent to 78.84 acres. Copies of both the property cards are annexed hereto and marked as Annexure "B-1" and "B-2".
- G. After obtaining the Government Survey Map and 2 (two) separate property cards, the parties discovered that the boundaries sub-dividing the (i) MSSSPL Land admeasuring 3,60,843.16 square meters which is equivalent to 90.21 acres, and (ii) M&M Land and Retained Land collectively admeasuring 315371.84 square meters which is equivalent to 78.84 acres as demarcated in the plans annexed with the MSSSPL Deed of Conveyance and the M&M Deed of Conveyance, respectively are incorrect and not consistent with the boundaries of the aforesaid lands as demarcated by DSLR in the Government Survey Map.



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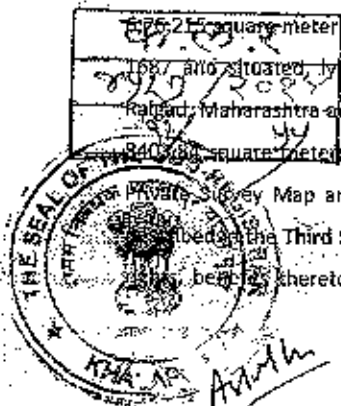


- H. During the course of discussions between the Parties, the Parties further realized that due to a mutual understanding earlier arrived at between the Parties, certain portion of land which is adjoining to the MSSSPL Land and is located in the close proximity of the transformer area which is situated on the MSSSPL Land should have been conveyed to the Purchaser over and above the MSSSPL Land but inadvertently has remained with the Vendor. Accordingly, the Vendor conducted a private survey on 12<sup>th</sup> October 2014 of such parcel of land which needs to be conveyed to the Purchaser and after conducting such private survey the Parties identified such parcel of land which is in the close proximity of the transformer and incidentally the area of such parcel of land is admeasuring 8403.84 square meters which is equivalent to approximately 2.10 acres (the "Second MSSSPL Land") and more particularly described in the "Third Schedule" hereunder written which area turns out to be equivalent to the area of the Retained Land and this Second MSSSPL Land the Vendor proposes to transfer and convey to the Purchaser as per the earlier understanding arrived at by the Vendor and Purchaser, by way of separate deed of conveyance, as per the provisions of the Business Transfer Agreement (BTA) dated 11th November, 2011 entered in to between Vendor and the Purchaser. The private survey map demarcating the Second MSSSPL Land (the "Private Survey Map") with Red and Black colour boundary lines and said area of 8403.84 square meters which is equivalent to 2.10 acres is coloured with Pink colour is annexed hereto and marked as Annexure "C" and is more particularly described in the Third Schedule hereunder written.
- I. In the aforesaid premises, the Vendor and the Purchaser herein are now executing this Deed for recording the terms and conditions for the sale, transfer and conveyance of the Second MSSSPL Land in favour of the Purchaser.

**NOW THIS DEED OF CONVEYANCE WITNESSETH THAT THE PARTIES HERETO AGREE AS FOLLOWS:**

The above recitals shall form an integral part of this Deed as if they were specifically set out hereunder.

1. In pursuance of the mutual understanding earlier arrived at between the Vendor and the Purchaser, the Vendor, with the consent and confirmation of M&M, doth hereby sells, conveys, grants, transfers and assigns, in favour of the Purchaser with a clear and marketable title free from all encumbrances the Second MSSSPL Land being all that undivided piece or parcel of industrial land or ground containing by admeasurement admeasuring 8403.84 square meters which is equivalent to approximately 2.10 acres forming part of the larger land admeasuring 626,215 square meters which equivalent to 169.05 acres or thereabouts forming part of CTS No 1687 and situated, lying and being at Village Lavej and Wasrang, Taluka Khalapur, District Raigad, Maharashtra and delineated with Red and Black colour boundary lines and said area of 8403.84 square meters which is equivalent to 2.10 acres is coloured with Pink colour on the Private Survey Map annexed hereto and marked as Annexure "C" and as more particularly described in the Third Schedule hereunder written TOGETHER WITH the privileges, advantages, appurtenances thereto as also together with all and singular edifices, ways, water courses,



Balwan

JM

sewers, plants, liberties, easements, profits, privileges, advantages, rights and appurtenances whatsoever to the Second MSSSPL Land, belonging to or in anywise appertaining to or with the same, or any part thereof, now or at any time heretofore, usually held, used, occupied or enjoyed TOGETHER WITH all the estate, right, title, Interest including the possessory rights, use, inheritance, benefits, claims and demands whatsoever, both at law and in equity of the Vendor in, to, out of, or upon the Second MSSSPL Land AND TO HAVE AND TO HOLD all and singular the Second MSSSPL Land hereby granted, released, conveyed, assigned and assured or expressed or intended so to be with its and each of its rights, members and appurtenances, UNTO and to the use and benefit of the Purchaser forever and to the Intent that the Purchaser shall be entitled to the use of the same forever absolutely SUBJECT to the payment of all rates, taxes, assessments, dues and duties which shall hereafter become payable to the Government or Municipal Council or to the Collector or and/or any other public body or authority in respect thereof.

2. The Vendor doth hereby covenant with the Purchaser as follows:

- a. That notwithstanding any act, deed, matter, thing, whatsoever by the Vendor and/or by any person or persons, lawfully or equitably claiming by, from, through, under or in trust for them, made, done, committed or omitted or executed knowingly or willingly suffered to the contrary, the Vendor, now has in itself good right, full power and absolute authority to grant, release, convey, transfer and assure the Second MSSSPL Land hereby granted, released, conveyed, transferred and assured or intended so to be unto the absolute use of the Purchaser in the manner aforesaid; and
- b. That it shall be lawful for the Purchaser from time to time and at all times, hereafter peaceably and quietly to hold, possess and enjoy the Second MSSSPL Land hereby granted, released, conveyed, assured and confirmed with its appurtenances and receive the rents and profit therefrom and of every part thereof to and for the Purchaser's own use and benefit without any suit, lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or from or by its successors or any other person or persons lawfully or equitably claiming by, from, under or in trust for it; and
- c. That free and clear and freely and clearly and absolutely, acquitted, exonerated, released or forever discharged or otherwise by the Vendor, sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned and suffered by the Vendor or by any other person or persons lawfully or equitably claiming by, from, under or in trust for it; and

*Amth*

*Bolan*



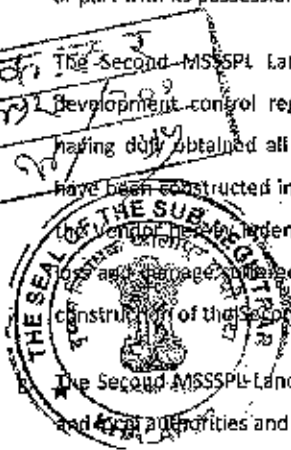
d. Further that the Vendor for itself and its successors and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity, in the Second MSSSPL Land hereby granted or any part thereof by, from, under or in trust for the Vendor or its successors, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters, things, conveyances and assurances in law whatsoever, in respect of the Second MSSSPL Land, for the better, further and more perfectly and absolutely granting and assuring the Second MSSSPL Land and every part thereof hereby granted unto and to the use of the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser or its successors or assigns.

3. The Vendor do hereby for itself and its successors and assigns, undertakes, represents and warrants to the Purchaser as follows:

- a. The Vendor is the sole and absolute owner of and seized and possessed of and sufficiently entitled to the Second MSSSPL Land and its title to the Second MSSSPL Land is clear and marketable and free from all encumbrances, charges, claims, demands, liens, or lispends;
- b. There is no impediment or prohibition under any applicable law or under any agreement whereby the Vendor is in any way prohibited in entering into this Deed;
- c. The Second MSSSPL Land is not reserved for any specific or public purpose;
- d. The Vendor has been in peaceful and undisturbed possession of the Second MSSSPL Land and there are no restrictions under any contract or applicable law that preclude or restrict the ability of the Vendor or of the Purchaser to use the Second MSSSPL Land;
- e. The Purchaser shall hereafter be freely entitled to the use and occupation of the Second MSSSPL Land as owner thereof and shall be entitled to sell, transfer, assign, sub-lease, mortgage, license or part with its possession and interest thereof;

The Second MSSSPL Land have been duly constructed in accordance with the prevailing Development control regulations, plans sanctioned by the concerned authorities and after having duly obtained all requisite permissions from all authorities. The Second MSSSPL Land have been constructed in a workman like manner using high quality construction materials and the Vendor hereby indemnifies the Purchaser and keep the Purchaser indemnified against any loss and damage suffered by the Purchaser due to any defect or irregularity or violation in the construction of the Second MSSSPL Land;

The Second MSSSPL Land is permitted to be used for purposes as sanctioned by the statutory and local authorities and there is no impediment of any nature whatsoever for the Purchaser to use the same or any portion thereof;

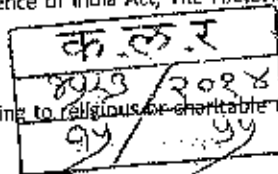


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- h. The Vendor has obtained all consents and no objection certificates required for the use of the Second MSSSPL Land from the appropriate Governmental Authority, including but not limited to environmental consents, NA Order, completion certificate, occupation certificate, consents from Gram Panchayat and other local, municipal and statutory bodies as may be required from time to time and has performed all conditions imposed by such consents and/or NA Order and/or no objection certificate and all consents and no objection certificates are valid and subsisting;
- i. There is no prior approval or consent required to be obtained from any government and/or statutory authority for the purpose of effecting the sale and transfer of the Second MSSSPL Land in favour of the Purchaser;
- j. Neither the Vendor nor any of its affiliates have received any notice from governmental authorities, associations or any other person threatening a suspension, revocation, modification or cancellation of any consents, permissions and orders in respect of the Second MSSSPL Land and no event has occurred and no circumstances exists that could reasonably be expected to give rise to the issuance of any such notice or taking of any such action. All such consents, permissions and orders are transferable to the Purchaser without the consent of issuing governmental authority or any other person, no disclosure, filing or other action by the Vendor or any of its affiliates is required in connection with such transfer nor the Purchaser or its affiliates will be required to assume any additional liabilities under such consents, permissions and orders as a result of such transfer;
- k. No notice/s is/are received either from local authorities or from the Government or from any other authority or otherwise for requisition and/or acquisition of the Second MSSSPL Land or any part thereof or which would adversely affect the title of the Purchaser to the Second MSSSPL Land;
- l. No notices are pending against the Vendor or any other person acting on behalf of the Vendor relating to all or any portion of the Second MSSSPL Land whether from any Governmental Authority under the provisions of The Municipal Corporation Act, The Epidemic Diseases Act, The Land Acquisition Act, the Town Planning Act, The Defence of India Act, The Factories Act, The Industrial Dispute Act or other applicable laws;
- m. The Second MSSSPL Land is not dedicated orally or in writing to religious or charitable uses or used as a place of public worship;
- n. The Second MSSSPL Land does not form part of subject matter of any merger or asset transfer agreement;



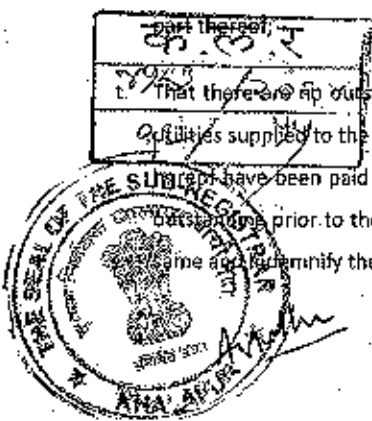
*Author*



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- o. Pursuant to the MSSSPL Deed of Conveyance, M&M Deed of Conveyance and this Deed, and on the basis of the records, the Vendor hereby represents, declares and confirms that it has not retained or is not in possession parcel of any parcel of land and/or structure forming part of the Larger Land;
- p. None of the following has occurred and/or is subsisting and no notice in connection therewith has been served upon the Vendor:
- i. an application to a court for an order or the passing of an order that Vendor be wound up and/or that a liquidator, receiver or custodian be appointed on any of its assets;
  - ii. the passing of a resolution for winding up of the Vendor or any proposal or apprehension of passing such resolution;
  - iii. the convening of a meeting or passing of a resolution to appoint a liquidator; and
  - iv. the taking of any action to seize, attach, take possession of or appoint a custodian, receiver, liquidator or manager in respect of the Second MSSSPL Land.
- q. Neither the Vendor nor any of its affiliates has leased, sub leased, licensed or otherwise granted to any person the right to use or occupy the whole or any portion of the Second MSSSPL Land and neither the Vendor nor any of its affiliates have received notice, and the Vendor nor any of its affiliates have received any notice nor have any knowledge of, any claim of any person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease, mortgage or transfer of all or any portion of the Second MSSSPL Land;
- r. There is no subsisting charge / mortgage created by the Vendor of any other bank or financial institution pending against the Second MSSSPL Land or any part thereof;
- s. The Vendor represents and assures that there are no subsisting agreement or arrangement to sell or otherwise for the Second MSSSPL Land or any part thereof with anyone else and they have not executed any Power of Attorney in favour of any third party to deal with the Second MSSSPL Land or any part thereof and the Vendor nor any one on its behalf, has created any adverse right or dealt in any manner whatsoever in respect of the Second MSSSPL Land or any

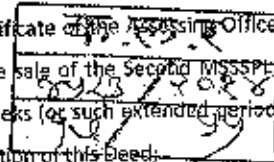
t. That there are no outstanding charges or arrears payable towards electricity, water and other utilities supplied to the Second MSSSPL Land and all such charges, arrears payable upto the date of execution of this Deed have been paid in full by the Vendor. If any arrears or dues or charges are found to be outstanding prior to the date of this Deed then the Vendor undertakes to immediately pay the same and indemnify the Purchaser against such non-payment thereof;



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*[Handwritten signature]*

- u. The Vendor has paid up to the date of this Deed all rates, taxes, cesses, outgoings and other payments in respect of the Second MSSSPL Land including but not limited to the municipal and property taxes, MA assessment taxes, electricity charges and utility charges etc. Vendor covenants that if after the sale as envisaged hereunder, any dues for the period prior to the date of this Deed related to the Second MSSSPL Land as well as arising out of using any utilities in the Second MSSSPL Land, are found outstanding at a later date, It shall pay the same and shall indemnify and keep the Purchaser indemnified in that regard;
- v. The Second MSSSPL Land is not subject to any dispute or litigation or proceedings pending or threatened including any notice or action for non-payment or recovery of moneys borrowed against the Second MSSSPL Land, land revenue, municipal taxes, statutory outgoings, duties, cess, charges, or any other government levies in respect of the Second MSSSPL Land;
- w. The Vendor at the cost of the Purchaser shall for perfecting the title of the Purchaser, sign all necessary papers, documents, letters, applications and forms pertaining to and in respect of sale and conveyance of the Second MSSSPL Land in favour of the Purchaser;
- x. From the date of these presents, the Vendor shall have no right, title, interest or claim in the Second MSSSPL Land or any part thereof and that the Purchaser shall be entitled to deal with and dispose of the Second MSSSPL Land in the manner It deems fit and proper in its sole discretion;
- y. The Vendor is aware and hereby confirms that the Purchaser has not investigated the title of Vendor to the Second MSSSPL Land and that the Purchaser has purchased the Second MSSSPL Land solely relying upon the covenants, representations, warranties and undertaking provided by the Vendor herein and in other writings and documents;
- z. The Vendor represents that there are certain proceedings / appeals pending against the Vendor before the Income Tax authority with respect to an earlier Income tax assessment of the Vendor. The Vendor hereby undertakes to obtain the certificate of the Assessing Officer under Section 281 of the Income Tax Act, 1961 in respect of the sale of the Second MSSSPL Land in favour of the Purchaser within a period of 12 (Twelve) weeks (or such extended period as may be mutually decided by the Parties) from the date of execution of this Deed.
- aa. There are no material facts or information or document in relation to the Second MSSSPL Land which have remained undisclosed to the Purchaser or which have remained undisclosed in this Deed or in any other document(s) or writing exchanged between the Parties hereto.
4. Simultaneously, on execution of this Deed, the Vendor has also handed over to the Purchaser, quiet and peaceful possession of the Second MSSSPL Land. The Vendor has also handed over to the Purchaser the certified true copies of the relevant documents in respect of the Second MSSSPL Land.



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*Debian*

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5. The Vendor doth hereby agrees for the recording the names in the concerned Municipal Corporation and other relevant authorities, in respect of Second MSSSPL Land in favour of the Purchaser and also for the transfer of the deposit and service connection in favour of the Purchaser. The Vendor doth further covenant that the Purchaser shall be entitled to have the existing water and electricity connection transferred to its name and/or to have the load enhanced and/or to have other electricity and water connection(s) in accordance with the prevalent rules on the basis of this Deed.

6. The recitals form an integral part of this Deed and shall be read accordingly.

7. The Vendor doth hereby indemnify and keep saved, harmless and indemnified the Purchaser and its successors in title and interest and assigns to the fullest extent from and against any and all actions, suits, proceedings, losses, damages, costs, compensations, charges, expenses, claims, duties, penalties, interests, demands, etc. and consequences if any claimed against or suffered by the Purchaser or its successor or successors in title or interest and assigns for any reasons including for the reason of (a) any defect in the title of the Vendor to the Second MSSSPL Land or any claim/s to the Second MSSSPL Land and/or any claim/s to the benefits, advantages and/or rights agreed to be granted, sold, conveyed and transferred in favour of the Purchaser and/or (b) any non-disclosure and/or improper disclosure and/or misrepresentation made by the Vendor herein, and/or (c) any representation, declaration, undertaking and assurances made by the Vendor in this Deed is breached or is being found to be untrue, incorrect, false or misleading and/or (d) from any sums, duties, taxes, levies, interests, penalties, etc. payable by

the Vendor to the government, statutory authorities, Income Tax authorities and/or (e) on account of Vendor or any of them not having obtained or on account of failure to obtain necessary permissions, sanctions, orders from the appropriate authority, permitting the sale of the Second MSSSPL Land and/or (f) if the Purchaser is dispossessed of the Second MSSSPL Land or any part thereof for any reason whatsoever. The indemnity provided herein shall be in addition to any other rights under law equity or otherwise to which the Purchaser or its successors in title or interest and assigns may otherwise be entitled to.

The Parties hereby agree that all costs, charges and expenses including stamp duty and registration charges of this presents, shall be borne and paid by the Purchaser. Each Party shall bear and pay the legal expenses of their respective Advocates / Attorneys.

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

*Amrta*

*Debasis*

*[Signature]*

FIRST SCHEDULE

(Description of MSSSPL Land)

ALL that undivided piece or parcel of industrial land or ground containing by admeasurement 3,60,843.16 square meters which equivalent to 90.21 acres forming part of the larger land admeasuring 6,76,215 square meters which equivalent to 169.05 acres or thereabouts being CTS No 1687/1 together with structures standing thereon and situate, lying and being at Village Lavej and Wasrang, Taluka Khalapur, District Raigad, Maharashtra and bounded as follow:

On or towards East: Land bearing property card number 1687/2

On or towards West: Railway Line

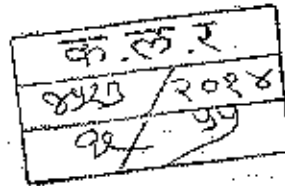
On or towards North: Land bearing property card number 1687/2

On or towards South: Gaonthan (Village)

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*Rajiv*

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SECOND SCHEDULE

(Description of M&M Land)

ALL that undivided piece or parcel of Industrial land or ground containing by admeasurement 3,06,968 square meters which is equivalent to about 76.74 acres forming part of the larger land admeasuring 6,76,215 square meters which equivalent to 169.05 acres or thereabouts forming part of CTS No 1687/2 together with structures standing thereon and situate, lying and being at Village Lavej and Wasrang, Taluka Khalapur, District Raigad, Maharashtra and bounded as follow:

On or towards East: Subhash Nagar, School Land and Ayyapa Temple

On or towards West: Railway Line

On or towards North: Open Land

On or towards South: Land bearing property card number 1687/1

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20/1/20



THIRD SCHEDULE

(Description of Second MSSSPL Land)

ALL that undivided piece or parcel of industrial land or ground containing by admeasurement 3 admeasuring 8403.84 square meters which equivalent to approximately 2.10 acres forming part of the larger land admeasuring 6,76,215 square meters which equivalent to 169.05 acres or thereabouts forming part of CTS No 1687/2 situated, lying and being at Village Lavej and Wasrang, Taluka Khalapur, District Raigad, Maharashtra and bounded as follow:

On or towards East: Land bearing property card number 1687/2

On or towards West: Land bearing property card number 1687/1

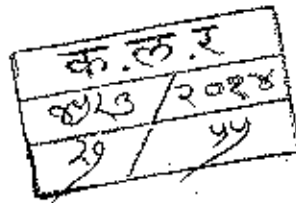
On or towards North: Land bearing property card number 1687/1

On or towards South: Land bearing property card number 1687/1

*Amthar*

*Balim*

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**SIGNED SEALED AND DELIVERED**

By and on behalf of the Vendor

MAHINDRA UGINE & STEEL COMPANY LIMITED

Through its authorized signatory

Mr Ajay Kadhao

Authorized pursuant to the Board Resolution

Dated : 20<sup>th</sup> October 2014

in the presence of:

1. B.S. Harade *Harade*

2. Neel Cereja *Neel Cereja*

For Mahindra Ugin Steel Co. Ltd.

*Ajay Kadhao*  
Ajay Kadhao  
Company Secretary



**SIGNED SEALED AND DELIVERED**

By and on behalf of Purchaser

MAHINDRA SANYO SPECIAL STEEL PRIVATE LIMITED

Through its authorized signatory

Mr Pradeep Sallan

Authorized pursuant to the Board Resolution

Dated : 20<sup>th</sup> October 2014

in the presence of:

1. B.S. Harade *Harade*

2. Neel Cereja *Neel Cereja*

For Mahindra Sanyo Special Steel Pvt. Ltd.

*Pradeep Sallan*  
Pradeep Sallan  
Company Secretary



**SIGNED SEALED AND DELIVERED**

By and on behalf of M&M

MAHINDRA & MAHINDRA LIMITED

Through its authorized signatory

Mr R. S. Deshpande

General Manager

Corporate Infrastructure & Services

Authorized pursuant to the Board Resolution

Dated : 14<sup>th</sup> June, 2014

in the presence of:

1. Neel Cereja *Neel Cereja*

2. B.S. Harade *Harade*

Mahindra & Mahindra Limited

*R. S. Deshpande*  
R. S. Deshpande  
General Manager  
Corporate Infrastructure & Services



मालमाला पत्रक \* Annexure - B-1

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