

Deed of Conveyance

Stamp Duty
144453
JUL 09 2012
R.9000000/-P25801
INDIA
STAMP DUTY
MAHARASHTRA

DEED OF CONVEYANCE

In respect of Non Agricultural Industrial lands of Village Lavej & Village Wasrang, Tal. Khalapur, Dist. Raigad alongwith Industrial Structures standing thereon.

Actual Consideration is Rs. 319,35,63,365/-
Valuation for the payment of Stamp Duty is Rs. 319,35,63,365/-
Stamp Duty Paid is of Rs. 14,44,53,000/-

THIS DEED OF CONVEYANCE made at Khalapur on this 9th Day of August, 2012.

BETWEEN

MAHINDRA UGINE STEEL CO. LTD., a company incorporated under the provisions of The Companies Act, 1956, having its Registered Office at 74 Ganesh Apartments, 7th Floor, Opp. Sitabheri Temple, Lady Jamshedji Road, Mahim, Mumbai - 400016, India, through its Constituted Attorney/Secretary/Authorised Signatory Mr. Dilip Pachpande, Age about 47 years, Occupation - Service, Residing at Jagdish nagar, Khopoli

empowered/authorized to sign this Deed of Conveyance vide Board Resolution dt. 02 May 2012, hereinafter referred to or called as "THE VENDOR" (Which expression shall unless repugnant to the context or meaning thereof mean and include its Directors, Representatives, Assigns, etc.) of the FIRST PART.

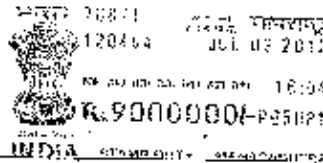
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3600/2092
9/12/12



Stamp Duty
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Deed of Conveyance

Signature of the Vendor



NAVYUG SPECIAL STEEL PVT. LTD., a company incorporated under the provisions of The Companies Act, 1956, having its Registered Office at 74 Ganesh Apartments, 7th Floor, Opp. Sitadevi Temple, Lady Ambedkar Road, Mahim, Mumbai - 400016, India, through its Constituted Attorney/Secretary/Authorised Signatory Mr. UDAY KUMAR

Age about 54 Years, Occupation Service, Residing at Tajdeshwari, Khopoli

who is empowered/authorized to sign this Deed of Conveyance vide Board Resolution dt. 25th June 2012, hereinafter referred to or called as "THE PURCHASER" (Which expression shall unless repugnant to the context or meaning thereof mean and include its Directors, Legal Representatives, Assigns, etc.) of the SECOND PART.

WHEREAS the subject matter of this conveyance are:-

A) The Non Agricultural Industrial Lands described in "Annexure A1 & A2" annexed hereto and which are situated lying and being at revenue Villages viz. Lovej & Wadgaon, Tal. Khatapur, Dist. Raigad.

B) The Industrial Structures described in "Annexure B" annexed hereto standing on the lands described in Annexure A1 & A2.

(For the sake of convenience the abovesaid lands & the industrial structures standing thereon are hereinafter collectively referred to or called as "The said property")

AND WHEREAS 7/12 Extract Issued by Talathi Sajja, Khopoli of the land described in Annexure A1 is annexed herewith and marked as "Annexure C1" and in all 11 7/12 Extracts issued by Talathi Sajja, Khopoli of the land described in Annexure A2 are annexed herewith and marked as "Annexure C2 to C12"



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AND WHEREAS the copies of Extracts of Assessment List Register issued by Khopoli Municipal Council, of the industrial structures mentioned above are annexed herewith and marked as "Annexure E3 to E 81".

AND WHEREAS the copy of plan/sketch indicating the lands described in Annexure A1 & A2 alongwith the industrial structures standing thereon is annexed herewith and marked as "Annexure F". On the said map the properties which are the subject matter of this conveyance are shown by/in Blue Colour. (This map needs to be of "Legal Size Paper".)

AND WHEREAS the history/chain of the title of the lands which now bear Survey No. 288 of Village [ave], tal. Khalapur is given in the "Annexure G1" annexed herewith.

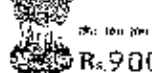
AND WHEREAS the history/chain of the title of the lands which now bear Survey No.13 of Village Wasrang, Tal. Khalapur is given in the "Annexure G2" annexed herewith.

AND WHEREAS the history/chain of the title of the lands bearing Survey Nos. 33/1, 33/2A, 33/2B2, 33/2C2, 33/3, 33/4, 34/1, 34/3 & 47/5A of Village Wasing is given in the "Annexure G3" annexed herewith.

(B) AND WHEREAS the Vendor has agreed to transfer to the Purchaser its right, title and interest in and to the Property in connection with the transfer by the Vendor to the Purchaser of the business carried on by the Vendor relating to the steel manufacturing business as more particularly set out herein.



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INDIA

Rs. 9000000/-

STAMP DUTY

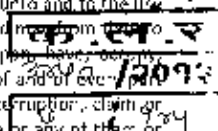
Deed of Conveyance

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NOW THIS INDENTURE WITNESSETH In pursuance of the aforesaid transfer of the Business by the Vendor to the Purchaser and for good and valid Purchase Price being paid to the Vendor by the Purchaser for the Business on or before the execution of this Deed of Conveyance, the Vendor hereby grants, conveys, sells, transfers and assigns unto the use of the Purchaser all its ownership, as well as, beneficial right, title and interest into and upon the Property on an 'as is where is' basis, but subject to all the representations and warranties contained herein, together with all liberties, easements, privileges, rights, advantages and appurtenances attached thereto and all benefits and rights under the Sale Deed and encumbrances created in favour of the banks and financial institutions thereon AND to have and hold the Property hereby sold, transferred, granted, conveyed and assured unto and to the use and benefit of the Purchaser absolutely AND forever the Vendor doth hereby grant, sell, release, convey and assure unto the Purchaser forever all those pieces and parcels of the non agricultural Industrial lands described in Annexure A1 & A2 annexed hereto situate lying and being at revenue Village Lavej & Wasrang, Tal. Khalapur, Dist. Nalgad and the Industrial structures described in Annexure A annexed hereto standing on the lands described in Annexure A1 & A2, TOGETHER WITH all and singular, edifices, courts, compound, sewers, ditches, fences, drains, ways, paths, passages, common gullies, wells, waters, water courses, yards, areas, trees, plants, lights, liberties, easements, profits, privileges, rights, advantages, members and appurtenances whatsoever to the Property or ground belonging to or in anywise appurtenant to or with the same or every part thereof now or at any time heretofore usually held, used and occupied or enjoyed therewith or reputed or known as part or member thereof be belong or to be appurtenant thereof as more particularly described in Second Schedule hereunder written AND WHEREAS the Vendor has complied with all applicable laws and regulation in respect to the Property AND ALL the estate, right, title, interest, use, inheritance, property, possession, benefits, claims and demand whatsoever both at law and in equity of the Vendor into, out of or upon the Property, ground or any part thereof TO HAVE AND TO HOLD all the singular and the Property hereby granted, released, conveyed and assured or intended so to be with their and every of their rights, members and appurtenances unto and to use and benefit of the Purchaser forever subject, however, to payment of all rents, taxes, assessments, rates duties chargeable upon the same or which may hereinafter become payable in respect thereof to the Government of Maharashtra or the Municipal Council or any other public body or local authority in respect thereof AND the Vendor doth for itself and its successors in title hereby covenants with the Purchaser that NOTWITHSTANDING any act, deed or matter or thing whatsoever by the Vendor or any person or persons lawfully or equitably claiming by, from, through under or in trust for the Vendor made done committed or omitted or knowingly suffered to the contrary, the Vendor now hath in itself good right, full power and absolute authority to grant, assure, release, convey and confirm the Property hereby granted released assured or intended so to be unto and to the use of the Purchaser in the manner aforesaid AND THAT the Purchaser shall and lawfully from time to time and at all times hereafter peacefully and quietly hold and enter upon, have, occupy, possess and enjoy the Property and receive the rents issues, profits thereof and of every part thereof to and for its own use and benefit without any eviction, suit, interruption, claim or demand whatsoever from or by the Vendor or any of its successors in title or any of them or any person or persons lawfully or equitably claiming or to claim by from through, under or in trust for the Vendor AND THAT free and clear and freely and cleanly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor well and sufficiently saved, defended and kept harmless and indemnified of, from and against all former and other estates, title, charges and encumbrances whatsoever either already or to be hereafter had made executed, occasioned or suffered by the Vendor or any person or persons lawfully or equitably claiming or to claim by from under or by any of them AND



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Signature of Authorized Signatory



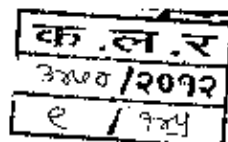
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Deed of Conveyance

FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest or interest at law or in equity whatsoever in the Property or any part thereof from, under or in trust for the Vendor or its successors in title or any of them, 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 or executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law whatsoever for better and more perfectly and absolutely granting and assuring the Property and every part thereof hereby granted unto and to the use and benefit of the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser, its their successors in title as shall be reasonably required AND WHEREAS the Vendor does so far as relates to its own act and deeds only but not further does HEREBY covenant with the Purchaser that the Vendor has not done, omitted or knowingly or willingly suffered or been party or privy to any act, deed or thing whereby the Vendor is prevented from granting and conveying the Property in the manner aforesaid or whereby the same or party thereof are, is can or may be charged encumbered or prejudicially affected in estate, title or otherwise howsoever AND upon the execution of this Deed of Conveyance, the Vendor shall hand over to Purchaser possession of the Property and original documents of all the previous said deeds pertaining to the Property and all original documents of title in respect of the Property AND the Vendor doth hereby confirm and record that it has on execution hereof put the Purchaser in quiet and peaceful and vacant possession of the Property as Vendor thereof AND the stamp duty and registration charges for this document shall be borne and paid exclusively by the Purchaser AND the proportionate value of the Property which has been transferred by the Vendor to the Purchaser as part of its business transfer as agreed between the Vendor and the Purchaser for the purpose of stamp duty is Rs.

475,00,00,000. Deed of Conveyance has been taken as per attached - 1/1
519,55,63,000/-

AND WHEREAS the Purchaser hereby irrevocably permits the Vendor and/or its tenants, agents, visitors and servants authorised by them at all times hereafter at their will and pleasure by day and/or by night and for all purposes with or without animals, carts, carriages, wagons, tractors, engines, motor cars or any vehicles laden or unladed to go pass and repass in along over and upon the existing road through the lands bearing C.I.S. Nos. 1687, Survey Nos. 2B, 33/1 & 33/2 of Village Wasrang, Tal. Khalapur and which starts from the Railway Track/Railway Gate and the width whereof is about 6 meters, the site and course of which strip of land is shown on the plan delineated in green colour and annexed as Annexure 'C' for the purpose of ingress to and egress from the public road from and to the MUSCO Colony (the Industrial Colony of the Plant) and JCMV School which is situated on the Larger Land and abutting the Land hereby conveyed, transferred and assured. And it is further agreed that the Purchaser shall maintain the said strip of land in repairs and working order and shall not be encroached upon and shall be kept open and clear in all respect.



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~~an OGC employee shall sign~~

Stamp of the Registrar
of the Government of India
(Maharashtra)

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INDIA

Deed of Conveyance

IN WITNESS WHEREOF, the Parties have caused this Deed of Conveyance to be duly executed by their authorized representatives/ signatory at the place, and on the date, month and year, first hereinabove written, in presence of the following witnesses:

SIGNED AND DELIVERED

BY THE WITHINNAMED "VENDOR"

MAHINDRA UGINE STEEL CO. LTD.

THROUGH ITS CONSTITUTED

ATTORNEY/SECRETARY/AUTHORISED

SIGNATORY MR. Dilip Pachpande

PAN AKPPP 3503a

AND

SIGNED AND DELIVERED

BY THE WITHINNAMED "PURCHASER"

NAVYUG SPECIAL STEEL PVT. LTD.

THROUGH ITS CONSTITUTED

ATTORNEY/SECRETARY/AUTHORISED

SIGNATORY MR. UDAY GUPTA

PAN AMPPG 5084M

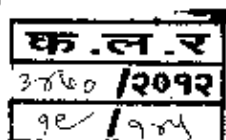
IN PRESENCE OF

1) MR. RASHI BACH
RESIDING AT Indira Nagar, Khopoli

2) MR. SANJAY KULKARNI
RESIDING AT JAGADISH NAGAR,
KHOPOLI,

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3860/2092
92/928





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Deed of Conveyance

ANNEXURE A1

DESCRIPTION OF THE PROPERTY

As that piece and parcel of the Non Agricultural Industrial Land situate lying and being at revenue Village Lavej, Tal. Khalapur, Dist. Raigad, within the territorial limits of Khopoli Municipal Council and within the jurisdiction of The Sub Registrar, Khalapur and the description whereat as per the present 7/12 Extract is as under :-

Village Lavej, Tal. Khalapur, Dist. Raigad.

Sr.No.	Survey No./Hissa No.	Area Ha	Assessment Rs.	C.T.S. No.	**Saleable Area as per 7/12 document in Sq. Mts.	*Saleable Area as per drawing.
1	28/B	70-86-8.31 Out of 23-58-34	193383.88	1687	70868.31 out of 235834.00	70868.31 Out of 235834.00

CONSULTANTS
P. S. GOKAK
M. E. SVU
2/5/11A, L.B.S. Kapa, Khopoli Pin 942204/794

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3800/2092
29/7/11



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पुणे जिल्हा न्यायालय, पुणे २०/०९/२०१७

Deed of Conveyance

ANNEXTURE A2

INDIA

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33/1/2012
93/12/4

DESCRIPTION OF THE PROPERTY

All those pieces and parcels of the Non Agricultural Industrial Lands situated lying and being at revenue Village Wasrang, Tal. Khalapur, Dist. Raigarh, within the territorial limits of Khopoli Municipal Council and within the jurisdiction of The Sub Registrar, Khalapur and the description whereof as per the present 7/12 Extracts is as under :-

Village Wasrang, Khalapur, Dist. Raigarh.

Sr. No.	Survey No./Hissa No.	Area Ha.	Assessment Rs.	C.T.S. No.	**Saleable Area as per 7/12 document in Sq. Mtrs.	*Saleable area as per drawing in Sq. Mtrs.
1	1B	26-68-08.14 out of 36-13-24	2175.00	1687	266808.14 Out of 361324	266808.14 out of 345908.17
2	33/1	0-1-12	91.84	1687	112.00	5829.98
3	33/2A	0-22-93	1880.26	2550 & 2551	2293.00	8480.78 out of 13987.91
4	33/2B2	0-13-12	1075.84	2550 & 2551	1312.00	
5	33/2C2	0-17-67	9.30	2550 & 2551	1767.00	
6	33/3	0-64-8	8.50	2551	6480.00	6479.09
	33/4	0-16-7	0.15	2551	1670.00	1947.41
	33/5	0-04-3	0.25	2551	430.00	429.45
Total of Annexure A2					280872.14	289974.85
Grand Total Annexure (A1+A2) in sq mtrs					351740.45	360843.16
Grand Total Annexure (A1+A2) in Acres					{87.94 Acres}	{90.21 Acres}

* & ** The Stamp duty is assessed and paid on higher of 2 areas as per drawings or 7/12 extract documents. The difference between the 2 areas is given which will be rectified as per Note 1 and 2 herein below.

Note 1:-

The area of land bearing Survey No. 33/1 of Village Wasrang, Tal. Khalapur as per 7/12 Extract is 0-01-12 Hect. and the area as per actual Survey is 5829.98 Sq. Mtrs. Therefore rectification about area on the 7/12 Extract is needed. Which is to be done by the parties hereto.

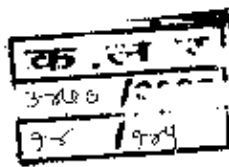
Note 2:-

The area of lands bearing Survey No. 33/2A, 33/2B2 & 33/2C2 of Village Wasrang, Tal. Khalapur as per 7/12 Extracts is 0-22-93 Hect., 0-13-12 Hect. & 0-17-67 Hect., respectively and the total area of the said lands as per actual Survey is 2-39-87 Hects. i.e. 13987.91 Sq. Mtrs. Therefore rectification about area on the 7/12 Extracts is needed. Which is to be done by the parties hereto.

CONSULTANTS
P.S. GOKAK

2, Shilpari, 180, 1st Floor, Raigarh, Raigarh

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