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ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka ದಸ್ತಾವೇಜು ಹಾಳೆ Document Sheet

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department ಜನೆ.

ಬೆಲೆ: ರೂ. 2/-

ಪ್ರಟಗಳನ್ನು ಹೊಂದ

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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ Date of execution

ABSOLUTE SALE DEED

THIS ABSOLUTE SALE DEED is made and executed on this the Fourteenth day of October, Two Thousand Sixteen (14.10.2016) at Bangalore

By:

M/s.APL Apollo Tubes Limited, a Public Limited Company, incorporated under the Companies Act, 1956, having its registered office at No.37, Hargovind Enclave Vikas Marg, Delhi-110 092, represented by its Vice President Shri.Arun Agarwal, hereinafter referred to as "The Vendor", PAN: AAACB0960D, (Which term unless repugnant to the context shall mean and include its legal heirs, successors in interest, executors and assigns) of the FIRST PART;

IN FAVOUR OF:

M/s.Best Steel Logistics Limited, a Public Limited Company, incorporated under the Companies Act, 1956, having its registered office at L-506, Agrasen Apartments, Plot No.66, I.P.Extension, Delhi-1100092, represented by its Authorised Representative Shri.N.K.Mahendru, hereinafter called "The Purchaser", PAN: AAFCP5174L, (Which term unless repugnant to the context shall mean and include its / his legal heirs, successors in interest, executors and assigns) of the SECOND PART:

WITNESSETH AS FOLLOWS:

WHEREAS the Vendor is the absolute owner of all that piece and parcel of industrial land and premises bearing Plot No.16-F1 of Attibele Industrial Area situated in Sy.No.90 Part of Ichhangur Village, Attibele Hobli, Anekal Taluk, Bangalore District containing by admeasurements 3,653 Square meters (about 39,325 square feet) or thereabouts along with TIN sheet roof factory building of 24,846 Square feet and 850 square feet of RCC Building consisting of Ground and First floor constructed there upon alongwith the Electrical Installations, Plant & Machinery and Furniture & Fixtures more fully described in the Schedule hereunder and hereinafter referred to as the "Schedule Property".

for APL Apollo Tubes Limited

for Best Steel Logistics Limited

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. BEST STEEL LOGISTICS LIMITED.,rep by its Authorized Representative: N.K. Mahendru , ಇವರು 4638650.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	4228150.00	DD No 624454, Dated: 14/10/2016, Drawn on Union Bank of India.,Bangalore.
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	410500.00	DD No 624455, Dated: 14/10/2016, Drawn on Union Bank of India.,Bangalore.
ఒట్టు :	4638650.00	

ಸ್ಥಳ : ಬಸವನಗುಡಿ

ದಿನಾಂಕ: 14/10/2016

ಹರಿಯ ಆಳಪ್ರಸಹೇಂದೆ ಕಾಧಿಕಾರಿ, ಬಸವನಗುಡಿ, ಬೆಂಗಳೂರು.

Designed and Developed by C-DAC ,ACTS Pune.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

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ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ. Total stamp duty paid Rs.

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ Date of execution

WHEREAS the industrial land measuring 3,653 Square meters referred to in Schedule Property was originally acquired under Karnataka Industrial Areas Development Act, 1966 in short KIAD Act, 1966 and developed by the Karnataka Industrial Areas Development Board (in short 'KIADB') having its office at No.14/3, 2nd Floor, Rashtrothana Parishat Building, Nrupathunga Road, Bangalore-560 001.

WHEREAS at the outset, the KIADB had allotted industrial land measuring 3,653 Square meters, by way of Plot No.16-F1 at Attibele Industrial Area, Attibele Hobli, Anekal Taluk, Bangalore District, hereinafter called the "Land" in favour of M/s.Symtech Polyspin Private Limited hereinafter referred to as Allottee on Lease-cum-Sale basis by an Agreement dated the Fifth day of October Month, One Thousand nine hundred and ninety four (05.10.1994), vide Document No.2341 of 1994-95 page Nos.140 to 144, Volume: 1797, Book No.I, dated: 07.10.1994 at the Office of the Sub-Registrar, Anekal.

WHEREAS the allottee had constructed the Factory Building thereon measuring about 669 square meters and on fulfillment of terms and conditions of the above said lease cum sale agreement, KIADB had executed a Deed of Sale, dated: Twentieth day of May Two thousand nine (20.05.2009), in favour of the Allottee conveying the "Land" measuring 3,653 Square meters in Plot No.16-F1 of Attibele Industrial Area, Attibele Hobli, Anekal Taluk, Bangalore District, registered as document No.ABL-1-00294-2009-10, CD No.ABLD30, dated: 25th May 2009 at the Office of the Sub-Registrar, Attibele, Anekal Taluk, Bangalore District and thereafter Allottee obtained Khatha Certificate from Neralur Gram Panchayath, dated: 10.03.2010, Vide Khatha No. 325-2-16F1 and paid upto date taxes thereby became the absolute owner of the "Land" and Building thereon measuring about 669 square meters.

WHEREAS the Allottee M/s.Symtech Polyspin Private Limited represented by its Managing Director Sri.A.Abdul Wajid had executed an Absolute Sale Deed conveying the Land of 3,653 square meters alongwith the Factory Building of 669 square meters free from all encumbrances in favour of the Vendor vide absolute Sale Deed registered as Document No.BSG-1-05448-2015-16, CD No.BSGD285, dated: 05.12.2015.

for APL Apollo Tubes Limited

Vice President

for Best Steel Logistics Limited

Authorised Signatory.

Print Date & Time: 14-10-2016 04:49:53 PM

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1	ನೋಂದಣಿ ಶುಲ್ಕ	821000.00
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ಶ್ರೀ M/s. BEST STEEL LOGISTICS LIMITED.,rep by its Authorized Representative: N.K. Mahendru ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

कैंग्रंचे	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
Be M/s. BEST STEEL LOGISTICS LIMITED.,rep by its Authorized Representative: N.K. Mahendru			DELHI DELHI

ಹರಿಯ ಉಪನ್ನಡ ರಣ್ಣಕ್ಷಾಧಿಕಾರಿ, ಬಸವನಗುಡಿ, ಬೆಂಗಳೂರು

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. BEST STEEL LOGISTICS LIMITEDrep by its Authorized Representative: N.K. Mahendru . (ಬರೆಸಿಕೊಂಡವರು)			SEL LOGISTO
2	M/s. APL APOLLO TUBES LIMITED.,rep by its Vice President: Arun Agarwal . (ಬರೆದುಕೊಡುವವರು)		For	APL Apollo Tubes Ltd (Unit-I

ಹರಿಯ ಉಪಮೋರದಣಾಧಿಕಾರಿ. ಬಸವನಗುಡಿ. ಬೆಂಗಳೂರು.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

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WHEREAS the Vendor had obtained the KHATHA in its name from Neralur Grama Panchayath, vide Khatha No.325/2/16F1, Icchangur Village, Anekal Taluk, dt. 07.05.2016, and paid taxes in respect of the Land measuring 3,653 square meters and Factory Building measuring 669 square meters and thereby absolute owner in possession of the said Land and Building free from all encumbrances.

WHREAS the Vendor demolished the said Factory Building of 669 square meters acquired from the Allottee and thereafter constructed a new Factory Building with TIN Sheet roofing measuring about 24,846 square feet and also constructed Office Building with RCC Roofing consisting of Ground and First Floor measuring about 850 square feet, installed the Electrical Transformer with Installations of 100 KVA, installed Machineries, Furnitures & Fixtures at the Schedule Property.

WHEREAS the Vendor made the following representations:

That the VENDOR is the absolute owner of the Schedule Property and its title thereto is good, marketable, subsisting and no one else has any right, title, interest or share therein and entitled to dispose off Schedule Property as absolute owner with good, marketable title free from encumbrance.

The Vendor has authorized the Vice President Shri.Arun Agarwal, to execute the Sale Deed in favour of the Purchaser as per the resolution passed at the Board Meeting, dated: 24.09.2016.

That the Schedule Property is not subject to any encumbrance, lien, attachment, claim, Court Decree, Acquisition proceedings, charges of any kind whatsoever;

That the VENDOR has not entered into agreement / Memorandum of Understanding or arrangement for sale or transfer of the Schedule Property with anyone else.

That the VENDOR, whenever so required, by the PURCHASER shall do and execute all such acts, deeds and things for more fully and perfectly assuring the title of the Vendor to the Purchaser being hereby conveyed.

for APL Apollo Tubes Limited

Vice President

for Best Steel Logistics Limited

Authorised Signatory.

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2	R.Cahndrashekar No 136, Old R K Road, Housing Baord, Hosur.	Ch.

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ಸಿ.ಡಿ. ನಂಬರ BSGD300 ನೇ ದ್ದರಲ್ಲಿ ದಿನಾಂಕ 14-10-2016 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ (ಬಸವನಗುಡಿ)

Designed and Developed by C-DAC, ACTS, Pune

ಭಸವನಗುಡಿ. ಬೆಂಗಳೂರು.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka

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:ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department

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That the VENDOR shall keep the PURCHASER fully indemnified and harmless at all times against any action or proceedings, loss or liability, cost or claim that may arise against the Purchaser of the Schedule Property hereby conveyed, by reason of any defect in or want of title and against any on the part of the Vendor or its predecessors-in-title and against any consequential disturbance or interference.

WHEREAS the Vendor is in need of funds to meet its legal necessities and for better investment is desirous to dispose off the Schedule Property alongwith the Plant and Machinery, Electrical Installations and Furniture & Fixtures and offer to sell the same in favour of the Purchaser for a valuable consideration of Rs.8,21,00,000/- (Rupees Eight Crore twenty one lakhs only).

Based on the aforesaid representations, the PURCHASER has accepted the offer of the Vendor and agreed to purchase the Schedule Property for a total sale consideration of Rs.8,21,00,000/- (Rupees Eight Crore twenty one lakhs only).

That the said consideration of Rs.8,21,00,000/- (Rupees Eight Crore twenty one lakhs only) is appropriated by the Vendor as under:

SI No.	Particulars	Amount (Rs.)
1	Cost of land	4,05,00,000
2	Shed & Office Building	3,15,50,000
3	Plant & Machinery	82,00,000
4	Electrical Installations	15,00,000
5	Furniture & Fixtures	3,50,000
	Total Rs.	8,21,00,000

The Purchaser has authorized Shri.N.K.Mahendru, to execute the Sale Deed as per the resolution passed at the Board Meeting, dated: 30.09.2016.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

 That in pursuance of the aforesaid understanding and in consideration of the said sum of Rs.8,21,00,000/- (Rupees Eight Crore twenty one lakhs only) being paid by the Purchaser to the Vendor and acknowledged by the Vendor as under:

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a) An Amount of Rs.8,21,00,000/- (Rupees Eight Crore twenty one lakhs only) as follows:

SI No.	Particulars	Amount (Rs.)
1	UTR No.YESBR52016092600008283, dt. 26.09.2016 of YES Bank, South Extension, Part-1, New Delhi	8,00,00,000
2	Cheque No.260568, dt. 14.10.2016 of YES Bank, South Extension, Part-1, New Delhi	12,79,000
3	Tax Deducted at Source (TDS) Challan No.21449, dt.14.10.2016 towards Income-Tax as per requirements of Indian Income-Tax Act.	8,21,000
1	Total	8,21,00,000

Thus the Purchaser has paid to the Vendor a sum of Rs.8,21,00,000/-(Rupees Eight Crore twenty one lakhs only) towards total Sale Consideration amount. The Vendor hereby acknowledges the receipt of the Consideration in full and final settlement of the entire Sale Price as stated above.

2. That the Vendor hereby grant, convey, sell, transfer, assign and assure unto and to the use of the Purchaser all the Schedule Property free from all encumbrances, court attachments, litigations, maintenance charges, claims and demands, whatsoever together with all the rights of way, easements of necessity, water, water sources, drains, privileges, appurtenances, advantages whatsoever to or belonged to the Schedule Property, who shall hold, possess, use and enjoy all the right, title, interest, claims, payments of the Vendor and all other rights, payments, privileges and amenities belonging thereto, To Have, To Hold, To Enjoy and To Possess the Schedule Property and every part thereof To and Unto the Purchaser absolutely and forever.

for APL Apollo Tubes Limited

for Best Steel Logistics Limited

The

ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka

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- 3. That the Vendor hereby covenants with the Purchaser that notwithstanding any act, deed or thing heretofore done, executed or knowingly suffered the Vendor has full power and absolute authority and indefeasible title to sell the Schedule Property and the said property is free from all encumbrances and obligations whatsoever and the Purchaser shall hereafter peacefully and actually hold, possess and enjoy the Schedule Property without any claim or demand, disturbance or interruption whatsoever from the Vendor or its predecessors-in-title or anybody claiming through/or under it or any person claiming any legal title thereto. The Schedule Property is not subject to any encumbrance, court attachment, proceedings, costs, claims, demands and charges of any kind.
- 4. That the Vendor is the absolute owner of the Schedule Property and none else has any right, title, interest or share therein and the title of the Vendor to the Schedule Property hereby conveyed is good, marketable and subsisting and that it / he has the power to convey the same and there is no impediment for this sale under any law, order, decree or contract.
- 5. That the Vendor has paid all rates, taxes, cess and outgoing in respect of the Schedule Property up to the date of Sale.
- 6. That the Vendor further covenants that it / he shall, at all times, at the request and cost of the Purchaser, do or execute, or cause to be done, or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the Schedule Property hereby conveyed and every part thereof in the manner aforesaid according to the true intent and meaning of this Deed, and further covenants with the Purchaser to save harmless, indemnify and keep indemnified the Purchaser from and against all encumbrances, and charges whatsoever.
- 7. That the Vendor has delivered the mother Documents and Records pertaining to the schedule property to the Purchaser.
- That the Vendor has this day delivered and put the Purchaser in actual physical possession of the Schedule Property.

for APL Apollo Tubes Limited

for Best Steel Logistics Limited

ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka

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- That Vendor hereby covenants that it shall reimburse the costs / charges if any incurred by the Purchaser in respect of Schedule Property for the period upto the date of this sale deed.
- 10. The market price of the Schedule Property is fixed at Rs.8,21,00,000/- (Rupees Eight Crore twenty one lakhs only) for the purpose of registration and the Sale Consideration of Rs.8,21,00,000/- (Rupees Eight Crore twenty one lakhs only) is agreed to be appropriated by the Vendor in the manner stated above.

SCHEDULE PROPERTY

All that piece of land known as Plot No.16-F1 of Attibele Industrial Area situated in Sy.No.90 Part of Ichhangur Village, Attibele Hobli, Anekal Taluk, Bangalore District containing by admeasurement 3,653.00 Sq. meters alongwith TIN sheet roof factory building of 24,846 Square feet and 850 square feet of RCC Building consisting of Ground and First floor constructed there upon and Electrical Installations of 100 KVA, Plant & Machinery and Furniture's & Fixtures as is where is condition and bounded as follows, that is to say:-

Particulars	Boundaries	Dimensions
On or towards North by	Plot No.16-G	75.00 Mtrs.
On or towards South by	Plot No.16-F	80.00 Mtrs.
On or towards East by	Plot No.18-A	42.50 Mtrs.
On or towards West by	40' Wide Road	52.00 Mtrs.

for APL Apollo Tubes Limited

Vice Presider

for Best Steel Logistics Limited

Authorised Signatory

ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ Document Sheet

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು This sheet can be used for any document

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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ Date of execution ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ. Total stamp duty paid Rs.

In witness whereof the Vendor and Purchaser have here unto set their hands on this Deed of Sale on the date, month and year mentioned above.

Signed, Sealed and Delivered By Sri.Arun Agarwal, Vice President M/s.APL Apollo Tubes Limited Vendor

for APL Apollo Tubes Limited

Vice President

Signed, Sealed and Delivered By Sri.N.K.Mahendru, Authorised Representative, M/s.Best Steel Logistics Limited Purchaser for Best Steel Logistics Limited

Authorised Signatory.

IN THE PRESENCE OF:

01. January B. N. VENKATESA.

C-4, I floor, Unity bldgs
J.C. Road, Pansalore. 2.

02. COL

2500 800

Drafted By:

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