



दस्तावेज क्रमांक व वर्ष: 4670/2006

Tuesday, November 07, 2006

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दुय्यम निबंधक: लोणावळा

पौदणी 68 न.

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सूची क्र. दोन INDEX NO. II

गावाचे नाव : देवघर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप भाडेपट्टा
व बाजारभाव (भाडेपट्ट्याच्या
बाबतीत पट्टाकार आकारणी देतो
की पट्टेदार ते नमूद करावे) मोबदला रु. 25,500,000.00
बा.भा. रु. 22,850,000.00
- (2) भू-भाषण, पोटहिस्सा व धरकमांक (असल्यास) (1) सर्वे क्र.: 122/2 वर्णन: गांव नौजे देवघर(ला मुळशी) येथील सर्वे नं 122/2, यावरील प्लॉट नं 345 त्यावरील क्षेत्र 2091 चौ मी यावरील हिता क्षेत्र 511 चौ मी (मुदत 999 वर्ष, वार्षिक गांवे रु 1/- प्रिमियम 25500000/-)
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात
असेल तेव्हा (1)
- (5) दस्तऐवज करून घेण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) सहारा इंडिया कॉमर्शियल कॉर्पोरेशन लि तर्फे अरविन्द नारायण श्रीवास्तव - न; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: लोणावळा; तालुका: मावळ; पिन: -; पॅन नम्बर: AADCS0118
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) मे. जैन स्टिल अँड पॉवर लि. तर्फे डायरेक्टर मनोजकुमार जैन - न; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: 39, शेवसपीरर, सारनी, प्रेमलता 5 वा मजला, कैलकता 17; तालुका: -; पिन: -; पॅन नम्बर: AABOJ4507H
- (7) दिनांक करून दिल्याचा 07/11/2006
- (8) नोंदणीचा 07/11/2006
- (9) अनुक्रमांक, खंड व पृष्ठ 4670 /2006
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 45000.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शरा

दुय्यम निबंधक श्रेणी-२
लोणावळा



पो २२काल केली
पो वाचली
पो रुजवात घेतली

दुय्यम नि.
लोणावळा

अस्सलवर हुकुम नक्कल

दुय्यम निबंधक श्रेणी-२,
लोणावळा



Jointly
Rs. 1,50,000

HDFC BANK **HDFC BANK LTD.**



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2008		

Received From : SAHARA INDIA COMM CORPN

Franking Amount : 4,59,000/-

Charges : _____

Total : 4,59,000/-

Vide P/O No. / Cash / Transfer Cheque _____

Drawn on _____

or Cash towards franking of document

Signature of / Stamp of Bank

Signature of Customer :

I confirm that I have checked the value franked and the bank is not liable for anything related to the document.

AGREEMENT TO LEASE OF PLOT AND VILLA

ARTICLES OF AGREEMENT made at Mumbai This 7th day of November in the Christian Year Two Thousand and ~~Five~~ ^{Six} between SAHARA INDIA COMMERCIAL CORPORATION LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at Sahara India Sadan, 2A, Shakespeare Sarani, Kolkata - 700 071 and having its site office at "Aamby Valley City", Taluka Mulshi, District Pune by the hand of **Shri A. N. Shrivastav**, duly authorized in that behalf, (hereinafter referred to as "The Lessor", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and assigns) of the

One Part AND

H.D.F.C. Bank, Legal Department, Mumbai, Maharashtra, India. Date: 07/11/2008

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M/S. Jain Steel & Power Limited, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 39, Shakespear Salani, Premlata, 5th Floor, Kolkata-700017, by the hand of one of its Director, **SHRI. Manoj Kumar Jain**, duly authorised in that behalf, (hereinafter referred to as "**the Lessee**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the Other Part;

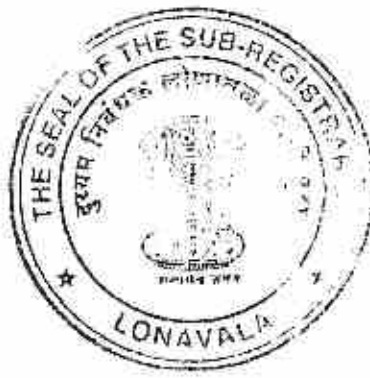
WHEREAS

- A. The Government of Maharashtra, Urban Development Department vide its Notification bearing No.TPS-1896/1231/GR-123/95/UD-13 dated 26.11.1996 sanctioned Special Development Control Regulations for development of Hill Stations/Tourist Resorts (hereinafter referred to, for the sake of brevity and convenience, as "the said Development Control Regulations")
- B. Villages known as Ambavane, Visakhar, Peth Shahapur, Kolvali, Nandgoan, Deogar, Pomgoan and Khumberi situated in Taluka Mulshi, District Pune have been symbolically designated as "Hill Stations" under the Regional Plan for Pune Metropolitan Region sanctioned by the Government of Maharashtra, Urban Development Department under its Notification bearing No.TPS-1895/227/CR-26/95/UD-13 dated 25.11.1997 and which came into effect from the 10th of February 1998. The said villages are hereinafter referred to as the "said Villages";
- C. In pursuance of the power as contained in the said Development Control Regulations, the Government of Maharashtra, Urban Development Department vide its Notification bearing No.TPS.1899/290/CR-56/99/UD-13 dated 22/09/1999 and its Notification bearing No. TPS / 1899 / 290 / C.R.- 56 / 99 / UD - 13 dated 24.02.2004 has declared the said Villages situate in Taluka Mulshi, District Pune as "Hill Station";



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- D. The Lessor has acquired certain plots of lands in the said Villages situate in Taluka Mulshi District Pune and is in the process of developing a Hill Station known as "Aamby Valley City".
- E. Pursuant to the application made by the Lessor, the Office of the Collector of District Pune has vide its Order dated 15.5.2000 bearing No.PMH/SR/84/2000 sanctioned the layout plans (hereinafter referred to as "the said sanctioned layout Plans") consisting of Plinths, area under internal roads, open spaces and other mandatory spaces for the lands admeasuring in the aggregate Hectares 891 = 85 Ares out of the said Villages;
- F. The Lessor has subsequently acquired certain land and has revised the said sanctioned layout Plan. The Lessor has submitted a revised layout plans (hereinafter referred to as the "Final Layout Plans") consisting, interalia, of revised Plinths, area under internal roads, open spaces and other mandatory spaces with the Office of the Collector, District Pune for its sanction vide its Letter dated 28.10.2005 for an area admeasuring in aggregate about 5560 Acres including the area covered under the said sanctioned layout Plans dated 15-5-2000 ;
- G. The Lessor proposes to grant on a long term lease the revised "Plinths" as shown in the Final Layout Plans and the land appurtenant to the respective revised Plinths to prospective lessees and to construct and lease villas / timber chalets on such "revised Plinths" to prospective lessee thereof.
- H. The Lessee has expressed its/their/his intention to take on a long term lease, the Plinth and the Villa/ Timber Chalet proposed to be constructed thereon and the land appurtenant to the revised Plinth as specified herein;
- I. Pursuant to discussions by and between the Parties hereto it has been agreed that:-



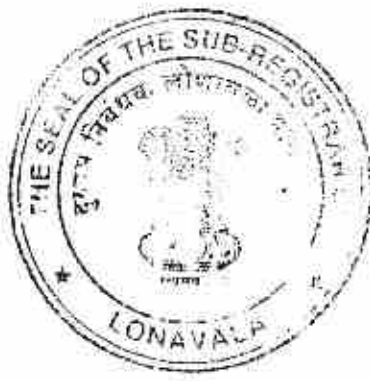
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- (a) the Lessor shall grant a lease in perpetuity (i.e. for a period of 999 years) of a portion admeasuring 2091 sq.mtrs or 0.2091 Hectares bearing Survey / Gat No. 122/2, Village Deoghar, Taluka Mulshi, District Pune and which land is also a part of the said Final layout and which portion contains Revised **Plinth No. 345** (as per the Final layout) to the Lessee and the Lessee shall take the same on lease from the Lessor free from all encumbrances at or for the Premium or Consideration of **Rs. 1,17,50,000/- (Rupees One Crore Seventeen Lakhs And Fifty Thousand Only)** and other considerations mentioned herein and
- (b) the Lessor shall construct and lease in perpetuity (i.e. for a period of 999 years) to the Lessee a structure known as a Villa on the said portion having built-up area of 511 sq.mtrs. at or for the Premium or Consideration of **Rs. 1,37,50,000/- (Rupees One Crore Thirty Seven Lakhs And Fifty Thousand Only)** and other considerations mentioned herein.

and on the terms, conditions and covenants mutually agreed upon;

NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

- 1) Subject to the terms and conditions of this Agreement the Lessor hereby agrees to :-
- (a) grant a lease in perpetuity (i.e. for a period of 999 years) of a portion admeasuring 2091 sq.mtrs or 0.2091 Hectares bearing Survey / Gat No.122/2 , Village Deoghar, Taluka Mulshi, District Pune and which land is part of the said Final layout and which portion contains Revised **Plinth No.345** (as per the Final layout) to the Lessee commencing from the date of execution of the Lease Deed contemplated herein at or for the Premium or Consideration of **Rs. 1,17,50,000/- (Rupees One Crore Seventeen Lakhs**

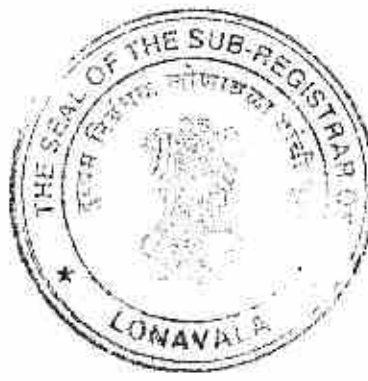


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And Fifty Thousand Only) and on the Annual Lease Rent of Rs.1/- (Rupees One Only), and

- (b) Construct on the said portion and to demise in perpetuity (i.e. for a period of 999 years) to the Lessee a structure known as a Villa on the said portion having built-up area of 511 sq.mtrs. at or for the Premium or Consideration of **Rs. 1,37,50,000/-** (Rupees One Crore Thirty Seven Lakhs And Fifty Thousand Only) and on the Annual Lease Rent of Rs.1/- (Rupees One Only).

and the Lessee hereby agrees to acquire on lease the said portion and the said Villa to be constructed by the Lessor thereon from the Lessor, at or for the said consideration. The said portion admeasuring 2091 sq.mtrs or 0.2091 Hectares bearing Survey / Gat No. 122/2, Village Deoghar, Taluka Mulshi, District Pune and which land is part of the said Final layout and which portion contains Revised **Plinth No.345** (as per the Final layout) is more particularly described in the First Schedule hereunder written, delineated in Red Ink on the layout plan annexed hereto as **Annexure "A"** and the said portion is hereinafter referred to only for the sake of convenience as "the said Plot". The floor plans of the said Villa are annexed hereto as **Annexure "AA" (colly)**. The said Villa shall be constructed as per the specifications and amenities mentioned in **Annexure "B"**. In the event of the Lessee being desirous of having any internal modifications / revisions effected in the said Floor Plans, the Lessee shall call upon the Lessor to effectuate such modifications / revisions and the Lessor shall (subject to grant of necessary approval/ permissions by the concerned governmental authorities) be obliged to make the same, provided however that such modifications / revisions do not entail any additional expense of time, effort and money on the part of the Lessor. Provided further that the Lessee shall communicate such modifications / revisions to the Lessor within a period of 30 days from the date of this Agreement.



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2) The agreed consideration amount for Lease of the said Plot i.e. **Rs.1,17,50,000/- (Rupees One Crore Seventeen Lakhs And Fifty Thousand Only)** shall be paid by the Lessee to the Lessor in manner following, that is to say :-

(a) Rs.11,75,000/- (Rupees Eleven Lakhs And Seventy Five Thousand Only) before execution of these presents – the payment and receipt whereof the Lessor hereby admits and acknowledges.

(b) The balance agreed consideration amount of Rs.1,05,75,000/- (Rupees One Crore Five Lakhs And Seventy Five Thousand Only) for Lease of the said Plot shall be paid by the Lessee to the Lessor in 24 equal installments of Rs. 4,40,625/- each at intervals of one months each, the first of such equal installment becoming payable within a period of one month from the date hereof.

3) The agreed consideration amount for Lease of the said Villa i.e. **Rs.1,37,50,000/- (Rupees One Crore Thirty Seven Lakhs And Fifty Thousand Only)** shall be paid by the Lessee to the Lessor in manner following, that is to say:-

(a) Rs.13,75,000/- (Rupees Thirteen Lakhs And Seventy Five Thousand Only) before execution of these presents – the payment and receipt whereof the Lessor hereby admits and acknowledges.

(b) The balance agreed consideration amount of Rs.1,23,75,000/- (Rupees One Crore Twenty Three Lakhs And Seventy Five Thousand Only) for Lease of the said Villa shall be paid by the Lessee to the Lessor in 24 equal installments of Rs. 5,15,625/- each at intervals of one months each, the first of such equal installment becoming payable within a period of one month from the date hereof.



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4. On execution hereof, the Lessee agrees to pay on or before the due date the amounts by cheques/demand drafts /pay orders towards payment of the instalments of the balance agreed consideration amounts for Grant of Leases of the said Plot and Villa as per the Clauses 2 and 3 above respectively. The Lessee shall ensure that all such Cheques, etc. are duly honored when presented for payment. The Lessor shall be entitled to exercise all rights and remedies available to it in law in the event any of the said Cheques etc. being dishonored when presented for payment. In the event of any delay on the part of the Lessee in making payment of any installment towards the balance consideration amounts on the due dates thereof, the Lessee shall be liable to make payment of interest at the rate of 15% per annum to the Lessor on the same or any part thereof which remains due and payable from the time the same became due up to the actual payment thereof. It is hereby clarified and declared, however, that the right of the Lessor to receive such interest on the balance agreed consideration from the Lessee shall not in any way be construed as a waiver on the part of the Lessor of its rights and remedies in law against the Lessee on account of any such delay in payment and the same shall be without prejudice to the right of the Lessor to rescind these presents as stated below. In the event of any such delay on the part of the Lessee in making payment of any installment towards the balance agreed consideration amounts of the said Plot and / Villa or either of them extending to more than thirty days, the Lessor shall have the option (to be exercised by it within a period of 90 days from the date of expiry of the said grace period of thirty days) to rescind these presents or the Deed / s of Lease which may have been executed in pursuance hereof on the ground of any such delay in payment by the Lessee and, in the event of the Lessor exercising such option and so rescinding these presents, the Lessor shall be obliged to refund without interest all amounts received by it from the Lessee under the terms hereof after deducting therefrom an amount equivalent to 20 (Twenty) percent of the aggregate agreed consideration amounts (agreed to be paid by the Lessee to the Lessor under the terms hereof) and the cost of any other benefits (such as but not limited to (i) 15% discount on the services enjoyed/availed by the Lessee; (ii) charges for the rooms occupied by the Lessee free of cost etc.) the Lessee shall have availed under the marketing scheme which amounts shall stand forfeited. Upon refund of the said amount, the Lessor

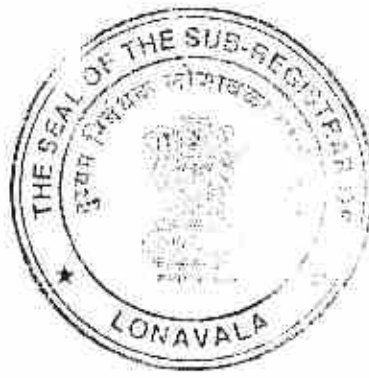


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shall be entitled to grant any rights to any third party in respect of the said Plot or the Villa, without being liable to the Lessee in any manner.

5) The Lessor shall bear and pay upto 31.12.2014 all outgoing in respect of the said Plot and Villa such as rates, cesses, taxes and charges payable to the Government, the concerned Gram Panchayat or other concerned Public Body or Authority and a pro-rata share of the Lessee towards the common expenses and outgoing of the enclave or group of Timber Chalets/Villas of which the said Villa to be constructed on the said Plot, forms a part and which pro-rata share is payable to the company or other entity (hereinafter referred to for the sake of convenience as "the City Management Organisation" or "CMO") which shall be entrusted with the Management and Maintenance of Aamby Valley City or any part thereof by the Lessor (all such rates, cesses, taxes and charges are hereinafter referred to as "the said outgoing"). On and after 31.12.2014 all such outgoing shall be borne and paid by the Lessee. Further, the Lessor shall at its own costs insure and keep insured the said Villa constructed on the said Plot from the time the same is complete in all respects upto 31.12.2014 in the name of the Lessee from loss or damage by fire, flood and other risk and special perils normally insured under "Comprehensive Policy" with an insurance company of the choice of the Lessor in a sum equal to full insurable value thereof from time to time upto 31.12.2014 and to make all necessary documents for the same. On and after 31.12.2014 it shall be the responsibility of the Lessee at its own costs to procure and maintain such Insurance cover.

6) Subject to the Lessee making timely payment of installments towards the grant of Lease of the said Plot and payment of the installment towards the consideration amount for grant of Lease of the said Villa mentioned in Clauses 2 & 3 above and the Lessee duly observing all the terms and conditions contained herein, the Lessor shall, unless prevented by force majeure event/s, hand over vacant and peaceful possession of the said Plot and the said Villa to be constructed thereon to the Lessee within a period of twenty four months from the date of the Lessor obtains the sanction of the Collector of Pune for the construction of the said Villa as a part of the Final Layout. However, if the Lessee suggests any modifications to such sanctioned plans and if the Lessor approves such modifications in writing, the said period of 24 months shall stand



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extended by the period taken by the Lessor to obtain sanctions for such modifications from the regulatory authorities and the Lessor communicating the same to the Lessee in writing. On the Lessor receiving the full consideration amounts from the Lessee as mentioned in Clauses 2 and 3 of this Agreement, the Lessor shall execute Deeds of Lease in respect of the said Plot and the said Villa constructed thereon in favour of the Lessee in pursuance and in accordance with the terms mentioned in this agreement. During the period between the Lessor handing over the possession of the said Plot and the Villa to the Lessee as provided herein and execution of the formal Lease Deeds as contemplated hereunder, the Lessee shall be permitted to use and occupy the said Plot and the Villa as a mere licensee.

7) The privileges, concessions and benefits pertaining or incidental to such occupation of the said Villa by the Lessee will be as decided by Lessor from time to time.

8) The Lessor hereby declares and confirms as follows:

- (a) that its title to the said Plot is free, clear and marketable and that there are no outstanding encumbrances, mortgages, charges, claims or doubts on or in respect thereof or any part or portion thereof, and, further, that as far as the Lessor is aware, neither any suit nor any proceedings nor any lis-pendens or other notice or any attachment either before or after judgement is pending in respect of the said Plot or any part thereof whereby the rights of the Lessor in the said Plot are in any way affected or jeopardized;
- (b) that it has not entered into any other agreement for sale or development in respect of the said Plot with any other person or party.
- (c) that it has not done, executed or performed any act, deed, matter or thing whereby or by means whereof it is prevented from demising the said Plot and Villa thereon in favour of the Lessee as

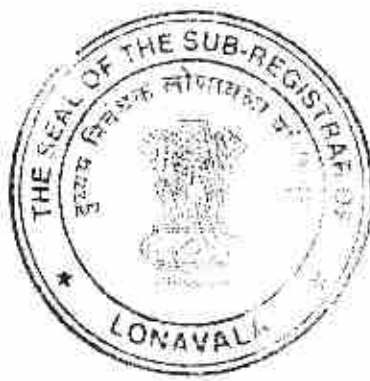


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per this Agreement or whereby the said Plot is encumbered or prejudicially affected in title.

- (d) that it has not received any notice of acquisition or requisition in respect of the said Plot or any part thereof from any Government or Public Body or Authority under any Statute, Rule, Regulation or other Enactment of the Central or State Government.
- (e) that It has not created any lease or tenancy in favour of any person or party in respect of the said Plot or any part or portion thereof and the Lessor undertakes not to be party, during the subsistence of this Agreement, to any act, deed, matter or thing whereby any such lease or tenancy is created or may come into effect hereafter.
- (f) that none of the holders/ occupiers/ tenants of the adjoining lands enjoy any right of way or any other easementary right over or in respect of the said Plot or any part thereof.

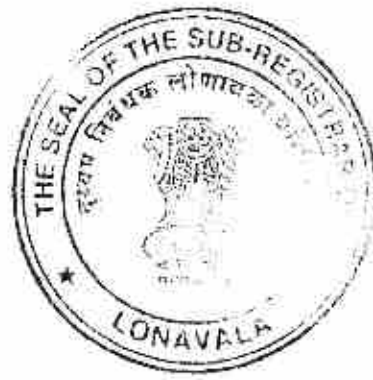
9) Before execution hereof, the Lessee has, independently of the Lessor, had the title of the Lessor to the said Plot verified and confirmed and the Lessor is fully satisfied with the title of the Lessor to the said Plot. Before execution hereof, the Lessor has furnished the Lessee with copies of the Notifications, Orders, documents, plans etc. as also the copy of the Certificate of Title dated 26th July 2006, issued by Advocate S. V. Nagesh, and 256, Renuka Bunglow, Damodar Colony, Bhangarwadi, Lonavala-410401(Annexed as **Annexure "C"**) in respect of the land bearing Survey / Gut No.122/2, Village Deoghar, Taluka Mulshi, District Pune, of which the said Plot forms a part and the Lessee has entered into these presents after perusing the aforesaid documents and Certificate of Title. In the circumstances, the Lessee shall not hereafter raise any requisition on the title of the Lessor to the said Plot. Notwithstanding the above, if, at any time hereafter, any defect in title or any outstanding encumbrance, doubt, charge or claim on or in respect of the said Plot or any part thereof is



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found to exist, It shall be the responsibility of the Lessor, at its own costs, to remove any such defect in title or clear any such outstanding encumbrance etc. within a reasonable period.

10) The Lessor shall complete construction of the said Villa and hand over vacant and peaceful possession thereto to the Lessee within the period and subject to the conditions mentioned in Clause 6 hereof. In the event of Lessor delaying the handing over of the possession in accordance with this Agreement for a period exceeding ninety days, the Lessor shall be obliged to make payment of simple interest @ fifteen percent per annum on all amounts paid till then by the Lessee to the Lessor under the terms hereof from the date of expiry of the said period of ninety days after the due date of the handing over till the date of actual handing over, for every fortnight of such delay beyond the said period of ninety days or part thereof as and by way of compensation. It is hereby expressly agreed by and between the parties hereto that for any reason whatsoever if there is a delay exceeding 365 (Three Hundred and Sixty Five) days on the part of the Lessor in so completing construction of the Villa and handing over the same to the Lessee, then in such event, the Lessee shall have option to rescind these presents or the Deed/s of Lease if executed, on the ground of failure on the part of the Lessor to so complete the said Villa within the stipulated period. The Lessee shall exercise such option of rescission available to it within a period of fifteen days from the date of expiry of the said period of Three Hundred and Sixty Five days. The Lessor, on demand from the Lessee and in the event of the Lessee exercising such option in writing and so rescinding these presents, shall be obliged to refund all amounts received by it from the Lessee under the terms hereof. Such payment will be made by the Lessor within 60 (Sixty) days of the Lessee exercising such option in writing. It is agreed between the Parties that upon such payment, the Lessor would be completely discharged of its obligations under this Agreement and the Lessee shall not be entitled to claim/assert any further amount, whether by way of damages or otherwise. If, however, any such delay on the part of the Lessor shall have been occasioned by force majeure event/s, the Lessor shall be entitled to a extension of time equivalent to the period during which the force majeure conditions affected the ability of the Lessor to carry on the work for completion of the said Villa and handing over the



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same to the Lessee. It is hereby expressly agreed by and between the parties hereto that in such event if the Lessor is unable to perform its obligations under the terms hereof, then in the happening of such event, the Lessor shall without prejudice to its rights under law and the rights reserved hereunder be liable to the Lessee only upto the extent of refunding to the Lessee, at the option of the Lessee, without interest, the amounts which have been received by the Lessor till then. The Lessee expressly covenants with the Lessor that upon receipt of the aforesaid amounts these presents, shall, ipso facto, stand rescinded and the Lessee shall have no claim of whatsoever nature on and against the Lessor and the said Plot and the such Villa (or any part thereof) as and by way of damages, losses, compensation or otherwise.

It is clarified for removal of doubt that the maximum liability of the Lessor under this Agreement shall in no event exceed the amount of consideration mentioned in Clause 2 and 3 hereof. Further, neither Party shall be liable to the other Party for any indirect or consequential or remote damages or losses, such as loss of profit, business or goodwill, under any circumstances.

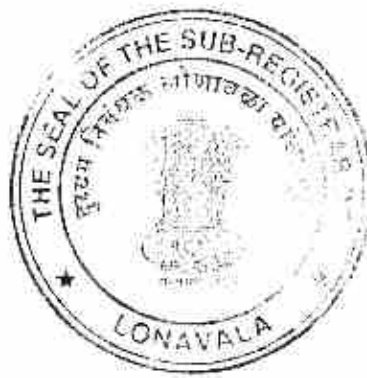
For the Purpose of this Agreement the term "force majeure" shall mean any cause affecting the performance of the Agreement arising from or attributable to acts, events, restrictions, omissions or non performance beyond the reasonable control of the concerned party and, in particular but without limitation shall include natural calamity, strikes terrorist action or threat, civil commotion, riot, crowd disorder, invasion, war, threat, of or preparation of war, fire explosion storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity, any law, order enactment, statutory direction, legislation, regulation, rule or ruling of government or any court of law, non-availability of steel, cement, other building material, water or electric supply, etc.

11) The Lessee covenants and further acknowledges that grant of lease of the said Plot and of the Villa to be constructed thereon by the Lessor to the Lessee shall also be expressly subject to the following conditions/covenants on the part of the Lessee to be performed/observed:



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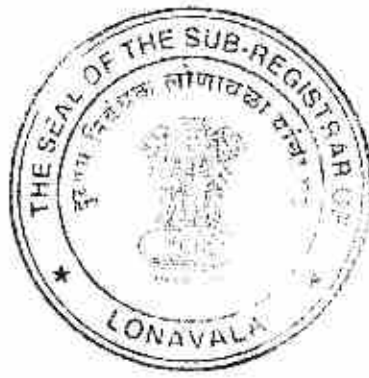
- a) To repair and keep the said Plot and Villa standing thereon and every part thereof including all the pipe line utilities, facilities, amenities, fittings, accessories, installations, electric, plumbing and water supply, sewerage and drainage systems and any other structures thereupon in tenantable conditions;
- b) To paint with two coats of good varnish or oil paint or paint of suitable quality in a workmanlike manner all the external parts of the said Villa including wood and iron and other parts in every third year, and on the occasion of every external painting, to grain, varnish and colour external part of the said Villa usually so dealt with and further with every internal painting to grain, varnish, distemper, wash, whiten and colour all such parts as are usually so dealt with and to repair parts usually papered with suitable paper of as good quality as that in use at the time of original construction of the said Villa;
- c) Upon being given a one week's prior notice in writing, to permit the Lessor and its duly authorised agents to enter upon and to examine the condition of the said Plot and the said Villa at reasonable times, and thereupon the Lessor may serve upon the Lessee notice in writing specifying any repair necessary to be done and require the Lessee forthwith to execute the same and if the Lessee does not within 30 (thirty) days after the service of such notice proceed diligently with the execution of such repairs, the Lessor shall be entitled to enter upon the said Plot and structure and execute such repairs and the costs thereof shall be a debt due from the Lessee to the Lessor and the same shall be forthwith payable by the Lessee to the Lessor on receipt of written intimation in that behalf from the Lessor. In the event of failure of the Lessee to forthwith make the said payments, the Lessee shall be liable to pay interest thereon @ 15 % per annum. Provided, however that if the repairs required to be done by the Lessee are internal repairs, then the Lessor shall before entering upon the said Plot and the said Villa for



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the same shall extend in so rebuilding and reinstating the said Villa in accordance with the then existing statutory provisions, bye-laws and regulations affecting the same and in accordance with any planning approval which may be necessary (which shall be the Lessee's obligation to obtain) and in case the monies so provided shall be insufficient for that purpose then the Lessee shall make up the deficiency out of the Lessee's own money;

- g) Not to do or permit or suffer to be done anything in or upon the said Plot and/or the said Villa or any part thereof which may be or become a nuisance, annoyance or cause damage or inconvenience to the Lessor or the neighborhood or whereby any insurance for the time being effected in respect of the same may be rendered void or voidable or whereby the rate of premium thereon may be increased;
- h) To perform and observe all the restrictions, stipulations and conditions mentioned in various permissions and circulars issued by the concerned authorities from time to time including but not limited to the conditions / stipulations imposed in the permission dated 15-5-2000;
- i) At all times to abide by, observe and comply with all the rules, regulations, requirements, terms, conditions, stipulations and limitations governing and regulating the development of the said hill station imposed by the concerned authorities;
- j) At all times to abide by, observe and comply with the said Development Control Regulations and the restrictions, conditions and stipulations contained herein as regards user, construction, etc.
- k) At all times, to make timely payment of the consideration amounts and to abide by covenants and terms and conditions contained in these presents;



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execution of the repairs, send a second notice requiring the Lessee to carry out the necessary repairs. Only upon failure of the Lessee to carry out such repairs within 7 days or receipt of such letter by Lessee, the Lessor shall enter upon the said plot and structure as aforesaid. All such amounts receivable by the Lessor from the Lessee shall constitute a charge on the said Plot and the Villa standing thereon and the Lessor shall be entitled to exercise all rights and remedies available to a Mortgagee without prejudice to all other rights and remedies available in law to the Lessor for recovering the said amount.

- d) Not to make any alteration in the said Villa or erect any new building or structure on the said Plot and/or on the said original structure of the Villa.
- e) The Lessee shall, at its costs on and after 31.12.2014 insure and keep insured the said Villa at all times throughout the unexpired term of the said lease in the name of the Lessee, from loss or damage by fire, flood and other risk and special perils normally insured under Comprehensive Policy with an insurance company of the choice of the Lessor in a sum equal to full insurable value thereof from time to time throughout the term and to make all payment necessary for above purpose within seven days after the same shall become payable and to produce to the Lessor on demand, Policy or Policies of such insurance and receipt for every such payment;
- f) In the event of the said Villa or any part thereof being destroyed or damaged as aforesaid, to rebuild and reinstate the same under the direction and to the satisfaction of the Architect for the time being of the Lessor according to the present plan and elevation or in such other manner as shall be previously approved in writing by the Lessor, it being hereby agreed that all the money to be received by virtue of any such insurance as aforesaid shall be applied so far as



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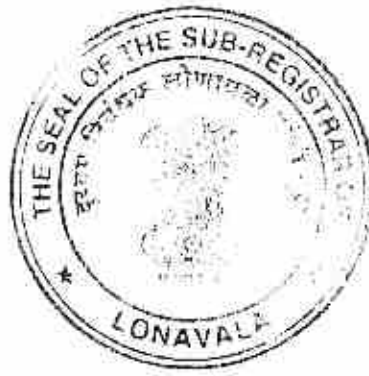
- l) At all times to abide by, observe and comply with rules and regulations made or hereafter to be made applicable by any concerned authority or under any relevant laws to the Lessee with relation to the user, occupation, enjoyment, improvement, alterations, development, maintenance and alienation of the said Plot and the Villa thereon (or any part thereof) including utilities, services, amenities and facilities attached thereto;
- m) Not to cause or permit to be caused, damage or injury to the common pathways, roads, access ways, amenities, utilities and things erected, provided or installed at the various locations on the lands which form part of the Layout sanctioned by the Office of the Collector, Pune or the Final Layout;
- n) Not to fell, cut down, destroy, Imperil, damage, injure or replace any trees, shrubs, plants unless permitted to do so by the Lessor and the concerned authorities;
- o) Not at any time to do or omit or suffer to be done in, on or about the said Plot and the said Villa anything in respect of which the Lessor incurs or the Lessor is imposed upon or becomes liable to pay any fines, penalty, damage, compensation, expenses or any amount to any person or persons or the concerned authorities; to reimburse to the Lessor without any delay, default and demur any penalty and/or fine that may be hereafter imposed upon the Lessor by the concerned authority on account of breach on part of the Lessee;
- p) On and after 31.12.2014, to pay in respect of the said Plot and Villa and the common areas, utilities, amenities and facilities attached thereto (as may be declared by the Lessor) to the Zilla Parishad, the Group Gram Panchayat, society and any other institution or organisation or any other body that may be formed or



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to the concerned authority from time to time as and when the same falling due and payable, as the Lessee's proportionate share towards and as and by way of, out-goings, contributions, the development charges or any other amount whatsoever regardless of the fact that the Lessee has taken possession of the said Plot and Villa or not;

- q) On and after 31.12.2014, to pay all outgoings in respect of the said Plot and the Villa, all the payables, such as rates, cesses, taxes and charges payable to the Government, the concerned Gram Panchayat or other concerned Public Body or Authority.
- r) Not to bring or store or caused to be brought or stored on the said Plot and the Villa any article of dangerous, inflammable, combustible, hazardous or explosive nature;
- s) To keep the said Plot free from all rubbish, litter, empty bottles, tins, cartons, paper glass/china earthen wares and make proper arrangement in co-operation with other Lessee/s for the disposal and removal of the same;
- t) Not to encumber or part with possession of the said Plot or the Villa or any part thereof or to assign or sub-lease to any third party or to pass on the benefits under these presents and the Deed/s of Lease to be executed in pursuance hereof without prior written consent of the Lessor and payment of transfer fees to the Lessor of an amount as per Clause 16 of this Agreement.
- u) To use the said Plot and the said Villa only for residential purposes (which shall not include user as a hotel, boarding house, lodge, guest house or other similar user) and not to change the said use hereof without the prior permission of the concerned authority and that of the Lessor;

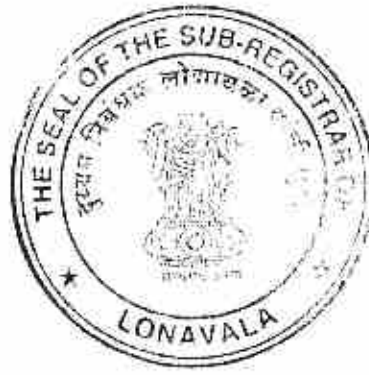


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- v) The Lessor has reserved unto itself and its successors-in-interest and assigns at all times hereafter in respect of the said Plot the right of passage, laying of cables, telephone cables, gas pipes, electrical cables and running of water and soil from the adjoining and neighbouring plots of land and to lay sewer drain pipes and channels in or under the said Plot and to make the connection with such cables, pipes, sewer drain pipes and channels or any of them for the purpose of exercising the said right of running of water and soil and other rights hereinabove reserved. The Lessee shall be bound to extend requisite cooperation to the Lessor to enable the Lessor to carry out any such work.

12)The said Plot shall not be sub-divided (whether by way of succession of the interest of the Lessee or otherwise howsoever) or amalgamated for any reason, with any adjoining Plot leasehold rights or beneficial interest wherein may be acquired by the Lessee or otherwise. This condition shall be binding on the Lessee and its permitted assigns and successors-in-interest and the same shall be of the essence of this contract.

13)It is hereby clarified and declared that the right of the Lessee shall be restricted only to the said Plot agreed to be demised by the Lessor to it and to have lawful access to the same from the designated main entrance Gate of Aamby Valley City established/to be established by the Lessor in the lands which form part of the said Final layout. By virtue of being a Lessee of the said Plot, the Lessee shall be entitled to usage of designated Clubs to be set up by the Lessor in Aamby Valley City to regulate activities such as Golf, Adventure Sports, Cycling, Water Sports etc. and citizenship of Aamby Valley. Further, by virtue of Citizenship in Aamby Valley, the Lessee shall be entitled to enjoy facilities and amenities provided by the Lessor for the same and which activities/ facilities are set out in **Annexure "D"** hereto annexed subject to such rules and regulations which shall be framed by the Lessor or such Clubs, from time to time.

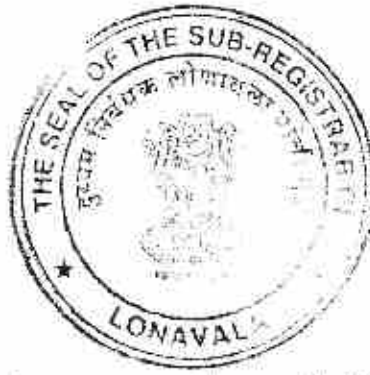


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14) The Lessor reserves the right to hand over the Maintenance, Management, Supervision and over all control of Aamby Valley City or any part or portion thereof to a company or other entity which, as stated above is referred to for the sake of convenience and brevity as the said "City Management Organisation" or "CMO". The said CMO shall be charged with the responsibility of looking after the Maintenance, Management, Supervision and over all control of all the common areas and facilities of Aamby Valley City or any part or portion thereof and, correspondingly, shall be empowered to receive and collect the pro-rata share of each holder of Timber Chalet / Villa in Aamby Valley City and to utilize all such contributions towards the purposes mentioned above. The pro-rata contribution of each holder of a a / Villa in Aamby Valley City towards the cost of Maintenance, Management and Supervision of Aamby Valley City or any part or portion thereof shall be determined by the CMO in Consultation with an Advisory Committee constituted out of the holders of Timber Chalets / Villas in Aamby Valley City. The said CMO shall be entitled to frame rules, regulations and byelaws for regulating and governing the said Plot and the Timber Chalet/Villa standing/constructed thereon and the use of the common areas and facilities and amenities of Aamby Valley City and the Lessee herein and the Lessees of all other Plots in Aamby Valley City shall be bound by all such rules, regulations and bye-laws. Due compliance of such rules, regulations and bye-laws by the Lessee herein shall be treated as the essence of this Contract and the Deeds of Lease to be executed in pursuance hereof.

15) It is agreed by and between the parties hereto:-

- (a) That as regards any latent defect in the material or workmanship of the Civil and Interior Works of the said Villa, including water proofing treatment given to the same, the Lessor shall remain liable for a period of twelve months from the date the Lessor has intimated to the Lessee that the said Villa is ready for use and occupation. If any such defect exists, the Lessor shall at its own costs rectify the same within a reasonable period.



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- (b) If any damage to the said Villa and its installations, furniture, fixtures and fittings and amenities is attributable to any act or omission on the part of the Lessee or the occupants of the Villa, then in such event the Lessor shall not be held responsible or liable for the same.
- (c) No guarantee is/will be provided by the Lessor for any of the furniture, fixtures and fittings provided and installed in the said Villa. As regards any equipment / appliances provided by the Lessor in the said Villa, all warranties in respect of such equipment / appliances issued by the Manufactures of such equipment will be passed on to the Lessee. Similarly, all warranties / guaranties given by the Agency which carries out the water proofing treatment and work on the said Villa shall be passed on by the Lessor to the Lessee.
- (d) The present agreement is merely an agreement to lease to be followed by the formal lease deed to be executed by the parties hereto. It is intention of the Parties that this Agreement shall not be deemed to create any leasehold interest in the said Plot or the Villa in favour of the Lessee. Further, nothing contained herein shall be deemed to operate or construed as current demise or lease in favor of the Lessee and the use and occupation of the said Plot and the said Villa under this Agreement by the Lessee is under licence from the Lessor as provided in Clause 6 till execution of a formal lease.

16)(i) The Lessee shall not be entitled to (subject to clause 16(ii) herein below) assign and transfer its rights under this Agreement in the said Plot and in the Villa standing thereon in favour of any third person or party and neither shall the Lessee be entitled to part with possession of the said Plot and the said Villa standing thereon to any third person or party unless and until the Lessee shall have made payment of all the balance



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agreed consideration amounts under the terms hereof to the Lessor and unless the Lessee shall have procured prior written approval of the Lessor for any such assignment / transfer etc. as stated above and the proposed assignee has agreed in writing in the form & content stipulated by the Lessor, that it shall duly perform all the covenants, conditions and stipulations under this Agreement and the Lease Deeds to be executed pursuant thereto. In the event of any such assignment or parting with possession on the part of the Lessee, the Lessee shall be obliged to make payment to the Lessor of an amount equivalent to One Percent of the agreed consideration received / receivable by the Lessee from any such assignee for assignment of the Lessee's rights under the terms hereof or under the Deed/s of Lease executed in pursuance thereof or 25,000/- whichever is less. This condition shall be of the essence of this contract. However, the Lessor shall not unreasonably withhold the grant of such written approval for any such proposed assignment etc. on the part of the Lessee.

(ii) The Lessor may allow assignment of the rights of the Lessee under this Agreement prior to the Lessee making payment of the entire amount of the premium specified in clause 2 & 3 hereof, subject however, to the Lessee paying an amount equivalent to 1 % of the consideration to be received by the lessee for such assignment and the Lessee complying with the other conditions specified in the sub clause (i) above .

(iii) The Lessee shall be entitled to grant Licence (for a period not exceeding 60 months in aggregate i.e. including the renewal term) to use and occupy the said Plot and the constructed Villa thereon to any person or party without being obliged to make payment of any amount by way of Transfer Charges to the Lessor, However, in this event also the Lessee shall be obliged to seek the prior written approval of the Lessor for such grant of Licence, which approval shall not be unreasonably withheld by the Lessor and pay to the Lessor an amount of 10 % of the monthly charges to be paid by the Lessee to the company appointed by the Lessor



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under clause 14 hereof to manage the property, pursuant to this Agreement, as and by way of Non-Occupancy charges.

17) As stated above, the Lessee shall not be entitled to encumber or part with possession of the said Plot and the Villa or any part thereof or to assign to any third party or to pass all the benefits under these presents and the Deed/s without the prior written consent of the Lessor and on payment of the prescribed Transfer Fee or the non occupancy charges to the Lessor. The Lessor shall either accord or refuse such permission to the Lessee within a period of thirty days of the Lessor receiving the written intimation by Registered Post Acknowledgment Due or by Hand Delivery duly acknowledged by the Authorised Personnel of the Lessor of such written communication from the Lessee seeking such permission. If the Lessor does not communicate its refusal to grant such permission to the Lessee within a period of thirty days from the date of receipt by the Lessor of such written communication from the Lessee, the Lessor shall be deemed to have granted its permission / consent for any such assignment / transfer / sub-lease / parting with possession on the part of the Lessee.

18) As stated above, the built-up area of the "VILLA" to be constructed by the Lessor on the said Plot shall be 511 sq.mtrs. It is hereby expressly agreed and declared that the Lessee shall not be entitled to extend in any way (including by way of any open sit out / porch) the said " VILLA' or to make any modifications thereto without the prior consent in writing of the Lessor. Correspondingly, the Lessor also shall not be entitled to carry out any construction on the said Villa at any time during the subsistence of the Lease / s to be executed in pursuance hereof.

19) It is hereby clarified and declared that the Lessee shall not have the right to consume the balance unutilised F.A.R in respect of the said revised **Plinth No.345** situated in the said Plot or to consume any additional F.A.R. in the construction on the said Plot in any manner including by way of purchase of "Transfer of Development Rights" which may become available due to a change in the said Development Control Regulations or other dispensation granted by the Government of Maharashtra or any other Governmental Public Body or



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Authority. All benefits by way of balance unutilised F.A.R, "TDR' etc. shall remain at all times with the Lessor and the Lessor shall be entitled to exploit the commercial potential of the same as it deems fit and proper without reference or recourse to the Lessee.

20) The respective undivided shares of each of the Lessees in the benefit of these presents and in the leasehold rights in or to the said Plot and Villa to be constructed thereon shall be as under:-

No.(1) of the Lessee M/S. Jain Steel & Power Limited 100 %

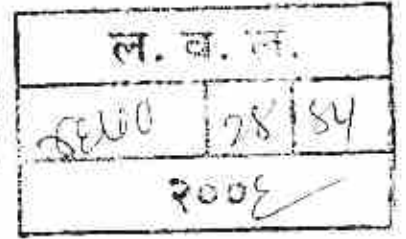
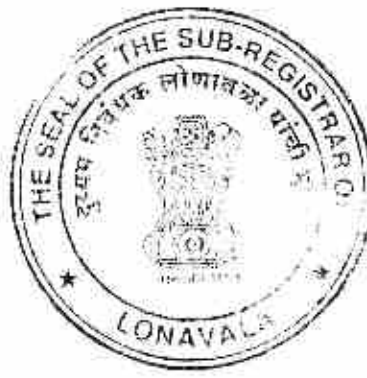
21) Termination-

In the event of the Lessee committing breach of any of its covenants herein, without prejudice to other rights and remedies available to the Lessor hereunder or under any law, the Lessor shall be entitled to terminate this Agreement by giving 60 days notice to the Lessee. Provided however, prior to such termination the Lessor should have given notice in writing to the Lessee intimating the Lessee of the breach and the Lessee has failed to remedy the same within 30 days of receipt of the said notice.

22) Effect of Termination

Upon termination of this Agreement, license granted to the Lessee hereunder to use and occupy the Villa & the Said Plot shall stand forthwith determined and the Lessee shall immediately vacate the Villa and hand over vacant and peaceful possession of the same to the Lessor. If the Lessee fails to so handover peaceful possession to the Lessor, the Lessor shall be entitled to obtain forceful possession of the said Plot & the Villa from the Lessee without incurring any liability in this regard.

23) All dates and periods of time referred to in these presents shall be ascertained in accordance with the Gregorian Calendar;



- 24) No waiver of any term, condition or provision of this Agreement shall be effective unless made in writing and no waiver of any particular terms, conditions or provision shall be deemed to be waiver of any other term, condition or provision.
- 25) No modification of or addition to these presents shall be valid unless made in writing and signed all parties.
- 26) If any term, condition or provision of these presents or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of these presents and/or the application of such terms, condition or provision shall not be affected thereby, and each term, condition and provision shall be valid and enforceable to the fullest extent permitted by law.
- 27) Each party hereto shall from time to time upon the reasonable request of the other party execute any additional documents and do any other acts or things which may be reasonably required to give effect to the terms hereof.
- 28) It is hereby clarified and declared that the terms of these presents are subject i) to any changes in law or existing rules and regulations as regard development of the Final Layout sanctioned by the Collector, Pune District as a hill station that may take place hereinafter and ii) the conditions/ restrictions which may be imposed by the authorities whilst granting any permission/ sanction/ consent or grant.
- 29) All the communications, letters, receipts, notices etc. in connection with the said Plot and the Villa and in pursuance of these presents shall be issued by the Lessor to the Lessee by registered post at the address given below ;



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Lessee's address

M/S. Jain Steel & Power Limited

39, Shakespear Salani,
Premlata, 5th Floor,
Kolkata-700017
Tel: 033-22833684

All the communications, letters, receipts, notices etc. in connection with the said Plot and the Villa and in pursuance of these presents shall be issued by the Lessee to the Lessor by registered post at the address given below ;

Lessor's Address:

Sahara India Commercial Corporation Ltd.
Solitaire Corporate Park, Building No.4,
5th Floor, 167, Guru Hargovindji Marg,
Chakala, Andheri (East), Mumbai-400 093,
Telephone: 91 – 022 – 256688080/057

30) Stamp Duty and Registration Charges payable on this Agreement or the Deed / s of Lease and other writings to be made in pursuance hereof, shall be borne and paid by the Lessor alone. The parties hereto shall, however, bear and pay the professional charges of their respective Advocates. It is however clarified that the Stamp Duty and Registration Charges payable in respect of any document executed between the Lessee and any Assignee / Transferee or any licensee of the Lessee shall be borne and paid by the Lessee / such Assignee / Transferee or Licensee and the Lessor shall not be obliged to contribute or make payment of the same.

31) Every dispute, differences or question which may at any time arise between the parties hereto or any persons claiming under them, touching or arising out of or in respect of these presents and/or any other document or documents that may be executed pursuant thereto by and between the parties hereto shall be referred to Arbitration in accordance



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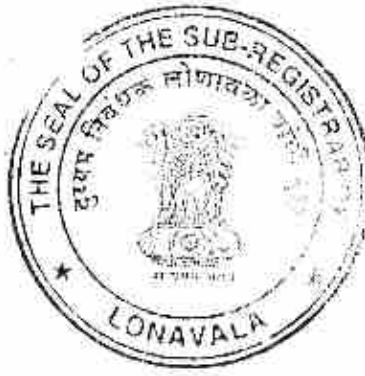
with the Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force. Any such Arbitrator shall have summary powers and the arbitration proceedings shall be held at Mumbai.

32) In the event of any conflict between any writings executed or exchanged by and between the parties hereto executed \ exchanged \ passed prior to the date of execution hereof pertaining to the grants of lease of the said Plot and the Villa to be constructed thereon with the terms and conditions of these presents, the terms and conditions hereof shall prevail.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land or ground portion admeasuring 2091 sq.mtrs or 0.2091 Hectares bearing Survey / Gat No. 122/2, Village Deoghar, Taluka Mulshi, District Pune within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Group Gram Panchayat of Village [Ambavane] and which land is part of the said Final layout submitted for revision to the Office of the Collector, District Pune in respect of lands admeasuring in the aggregate Hectares 891 = 85 Ares and the Additional Lands situate in Villages Ambavane, Visakhar, Peth Shahapur, Kolvali, Nandgoan, Deogar, Pomgaon and Khumberi all situate, lying and being in Taluka Mulshi and which portion contains **Plinth No.345** (as per such Final layout) and the said portion is delineated in Red Ink and coloured Yellow on the copy (part) of the plan annexed hereto as **Annexure "A"**.



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SIGNED & DELIVERED by the)
withinnamed Lessor)
SAHARA INDIA COMMERCIAL)
CORPORATION LIMITED by the hand)
of **SHRI. A.N. Shrivastav**)
duly Authorized in that behalf in the)
presence of:)

1. *Vijay Singh Baid*

2. *[Signature]*

SIGNED & DELIVERED by the)
withinnamed Lessee)
M/S. Jain Steel & Power Limited by)
the hand of one of its Directors)
Shri. Manoj Kumar Jain)
Authorised in that behalf in the)
Presence of:)

1. *Vijay Singh Baid*

2. *[Signature]*

Received before execution of these)
Presents of and from the within named)
Lessee a sum of Rupees Twenty Five) Rs.25,50,000/-
Lakhs And Fifty Thousand Only)
being part of the agreed)
consideration amount within expressed)
to have been paid by it to us.)

WE SAY RECEIVED

[Signature]

LESSOR

ANNEXURE "A"

PAGE NO. 1 of 4

POST OFFICE

TAL - MULSHI

VILLAGE - DEOGHAR

GUT NO: 47, 51, 52, 75, 79, 80,

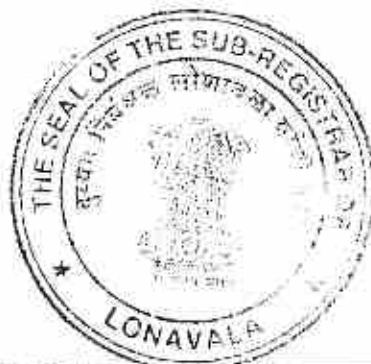
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113, 114, 115, 116, 117,

118, 119, 123

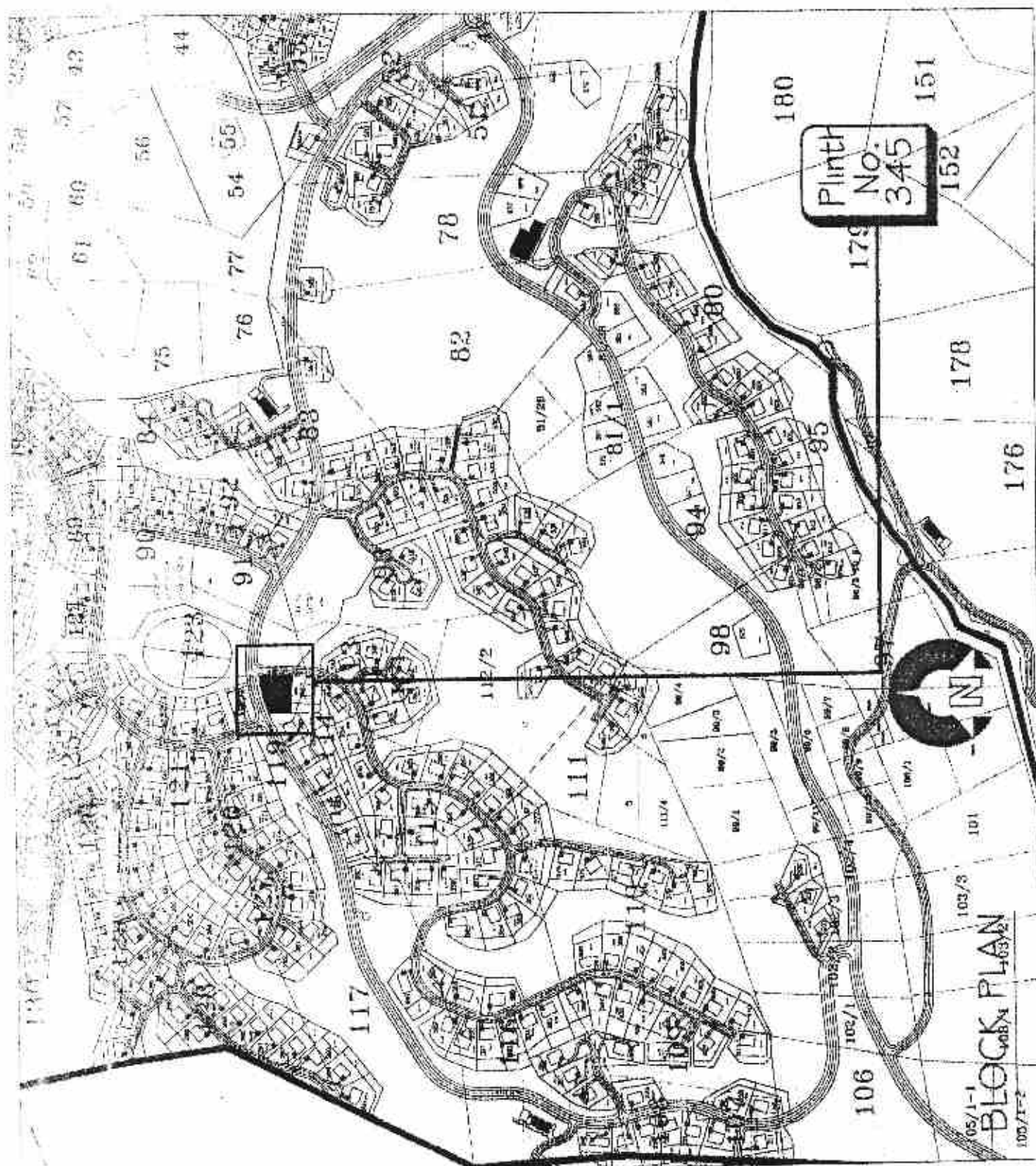


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(MANABI)
MASTER PLANNING
AMBY VALLEY SHARALAKE CITY
APPROVED BY

Note: 1) All dimensions are in Metre
2) Do Not Scale The Drawing

1/2 Acre NORTH AKE VILLAGES

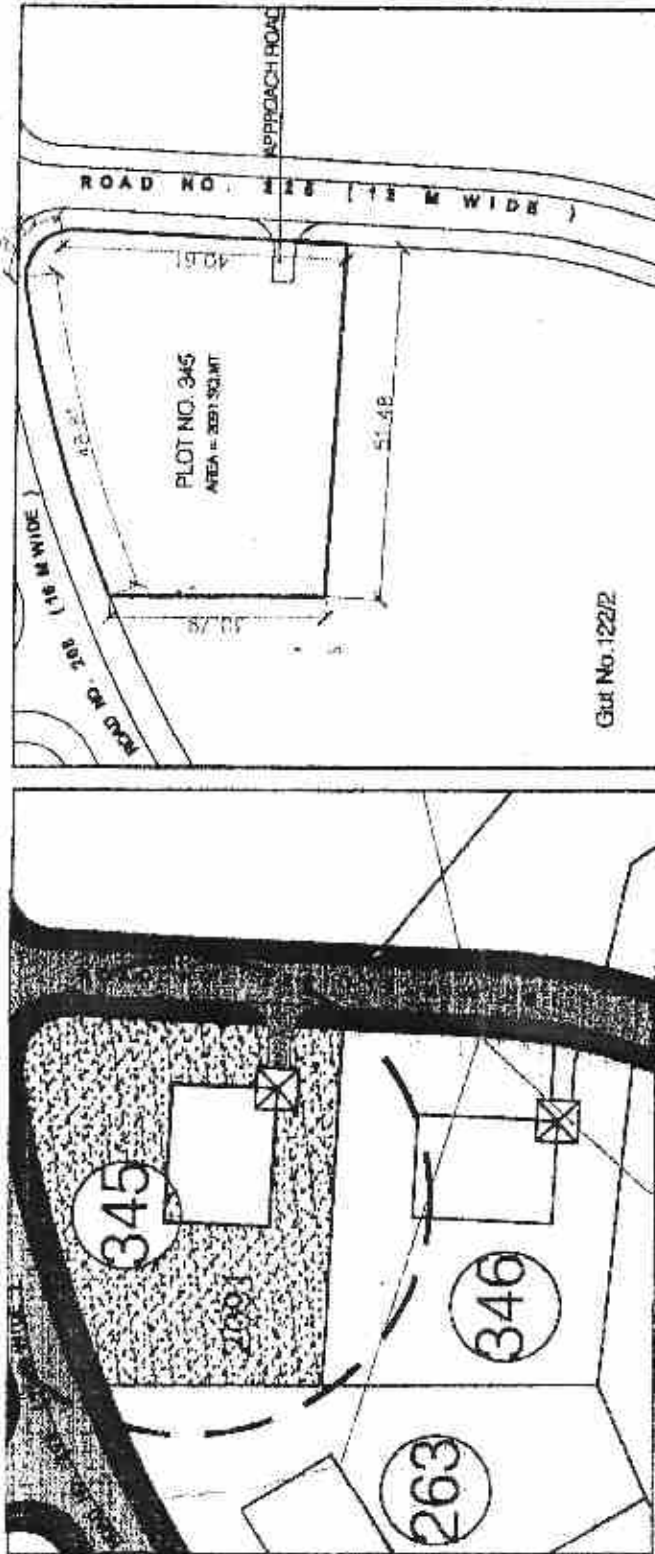


ANNEXURE 'A'

PAGE NO. 2 OF 4

PLOT NO.-345 (AREA STATEMENT)

VILLAGE	GLT NO	AREA
DEGGUW	1222	2041 00 SQ. MT
TOTAL AREA OF PLOT		303 / 31.52 MT



Details of Individual Plot No.-345

PLOT PLAN



ल. व. ल.		
5000	20	57
२००६		

(M. ANABI)
MASTER PLANNING
AMBIY VALLEY SAHARALAKE CITY
APPROVED BY

Note : 1) All dimensions are in Meters
2) Do Not Scale The Drawing

Title:-
Plot Details (Plot No. 345)



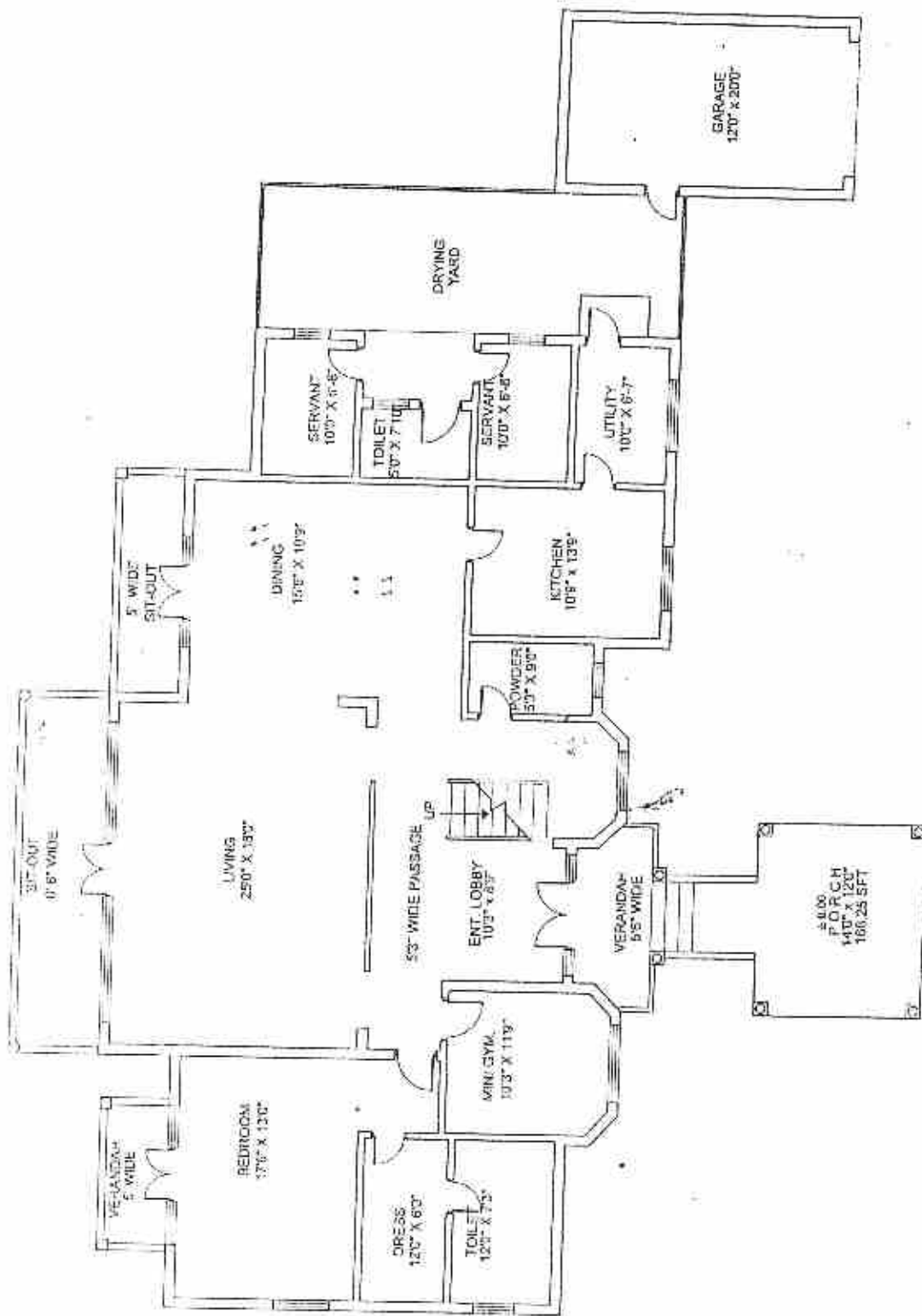
ल. व. ल.		
8600	30	84
२००६		

ANNEXURE - A

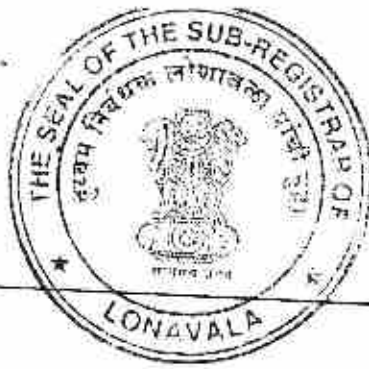
PAGE NO 35-4

(M. NABI)
MASTER PLANNING
AMBY VALLEY SARAPPA LAKE (CITY)
APPROVED BY

Note: 1) All dimensions are in Met.
2) Do Not Scale The Drawing
Title: FLOOR PLANS (HALF ACRE VILLA
(SPANISH VILLA)



GROUND FLOOR PLAN



ल. व. ल.		
8800	39	54
२००६		

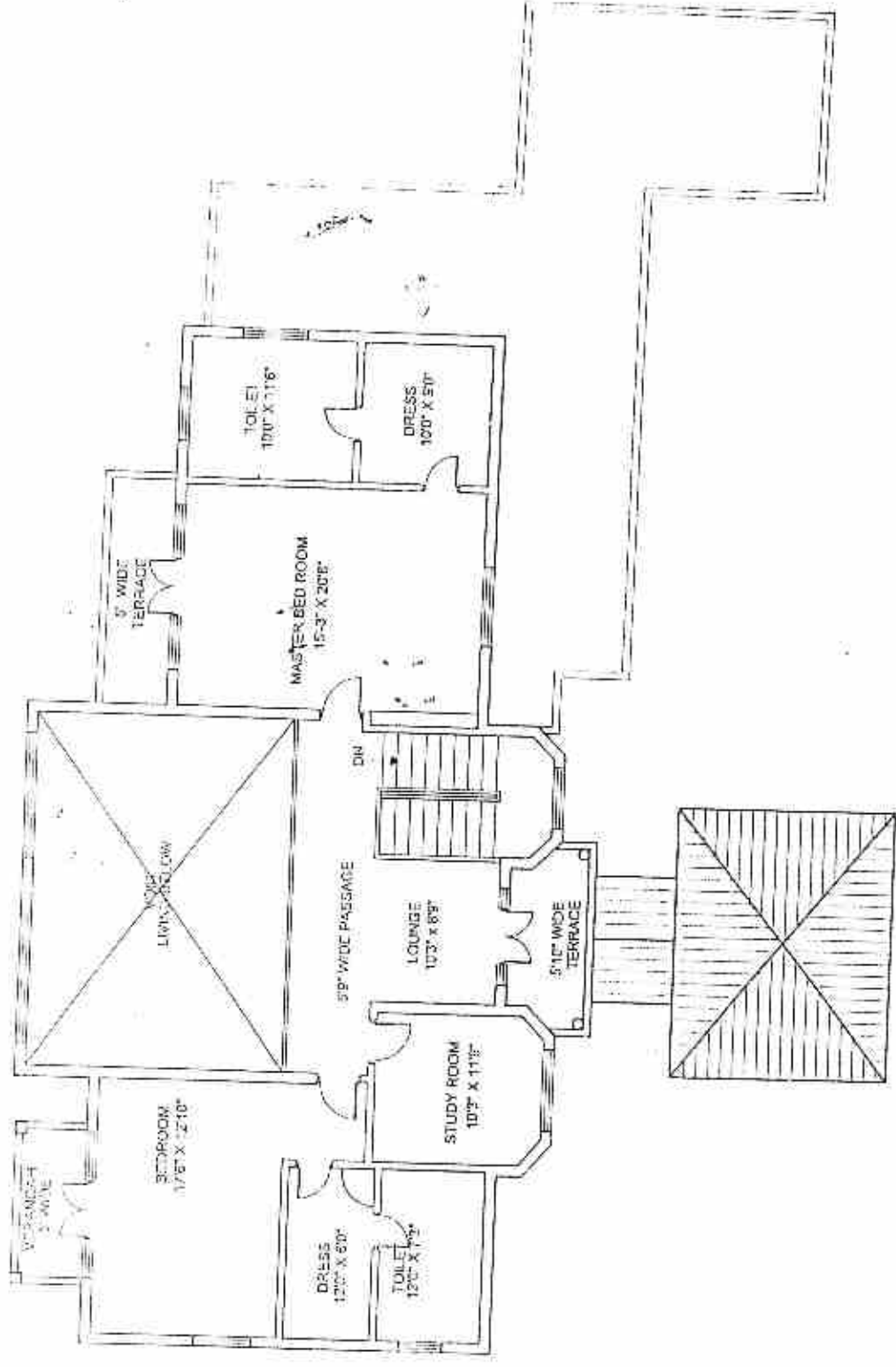
ANNEXURE "A"

PAGE NO. 4 OF 2

(M.A. NABI)
MASTER PLANNING
AMBY VALLEY SAHARA LAKE CITY
APPROVED BY

Note : 1) All dimensions are in Metre
2) Do Not Scale The Drawing

THIS - FLOOR PLANS (P-1) AT ACHIE VILLA
(SPANISH VILLA)

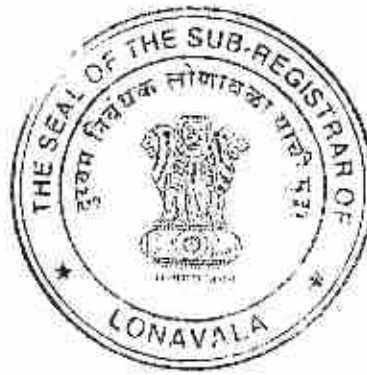


FIRST FLOOR PLAN



2004

Sr. No.	Item	Specifications
	Style/Character	Beautifully designed Villas; Villas Spanish, English or Contemporary style with use of local materials such as Stone Bricks, Glass and timber.
	Entrance Lobby and Living Room	Good size of porch at the entrance, large Living room with entrance lobbies (mostly double height) with high quality finishes according to the style. Imported Marble flooring and Luster paint finish in Living Room and Dining.
	Bed Rooms	Large bed rooms with dress and wet area with high quality finishes according to the style. No of rooms vary according to size of the Villa. Imported Marble flooring and Luster paint finishes in Bed Rooms.
	Balconies and Terraces	Good size of balconies or terraces to enjoy the ambience. Vitrified tiles/Antiskid ceramic tiles in flooring.
	Kitchen/Utility and Store	Furnished kitchen with utility and store room attached to it. Vitrified tile/Ceramic tiles flooring and splash back, selected granite tops, Twin bowl S.S. Sink with quality mixture tap and track lighting.
	Passages	Well designed circulation and connecting passages with suitable flooring according to style and pattern.
	Garage	Space provision for no of cars according to design.
	Servant Room	Provision of servant rooms according to size of villa.
	Toilets	Fully Furnished and Operational Large size Toilets with vitrified tile flooring, full height dado and high quality sanitary wares and bathroom fittings and fixtures. Master Bed Bathroom with a Shower panel and Jacuzzi, other toilets with shower cubical / mixer and bath tub except servant toilet.
	Door-Window Frames	Teak Wood door and Window frames.
	Doors	Teak wood panel shutters entrance door and veneer finish from both side internal doors.
	Windows	Teak wood framed/modulized aluminum framed glass windows according to style.
	False ceiling	POP/Gypsum false ceiling wherever required according to villa design and style.
	External Painting	External painting with good quality waterproof paint.
	Structure	Isolated/combined RCC footings.
	Foundation	A villa in RCC framed structure with brick/block/stone walls and stopping/flat roof in RCC with Teracotta clay tiles/Wooden with Pre-coated metal sandwich panel or roofing tiles according to a design and style.
	Power Supply	415 V, 3-phase power supply with (+/-) 5% voltage variation, with Emergency Back-up for essential services (Power back up excludes A.C. load).
	Critical Power	Critical Power supply through UPS for electronic equipments.
	Safety	MCB / ELCB for human safeguard.
	Conduits	P.V.C conduit for Internal concealed wiring.
	Wiring	Flame Retardant Low Smoke (FRLS)
	Switches	Modular Switches or equivalent.
	Internal fixtures	Basic light fixtures (Excluding decorative fixtures)
	Landscape Light	Landscape low height light fittings for Drive-way.



ल. व. ल.		
DEED	33	84
२००५		

System	Wall mounted split air conditioners.
OFC	Optical fiber connectivity in Villa.
Points	Telephone, data, VOD points in all rooms and T.V. point in all bed rooms and living room
Conduits	PVC. Conduits for internal concealed wiring.
Wiring	CATV- Coaxial cabling (RG 11/RG 6)
	DATA- Structured Cabling (Cat 5E)
	Telephone - Structured Cabling (Cat 5E)
Switches	Modular Switches.
Conduits	PVC. Conduits for internal concealed wiring.
Wiring	Structured Cabling.
Security gadgets	Smoke detector, Heat detector, Gas Leak detector, panic switch, Video door phone, Manual call point, Flooter with central control keypad connected to central monitoring station.
Fire extinguisher	Manual extinguishers (ABC)
Domestic	Drinkable water at all taps within a villa.
Irrigation	Partially Treated water for plot Irrigation through pressurised irrigation system.
Landscape & Open Area	Villa with a land surrounding forming a plot having landscaping merging into nature's cape, soft scape area about 30 % of the Plot area.
Drive-Way	Concrete Block Paver finished drive way.
Plot boundary	Hedge planting of suitable shrubs.
Irrigation	Pressurised Irrigation System.

S. V. Nagesh

B. Sc. LLB.

Advocate

256, Renuka Bunglow,
Damodar Colony, Bhangarwadi,
Lonavala - 410 401
Phone No. 02114-273839
E-mail - suhasnagesh@hotmail.com

Ref. :



ल. व. ल.		
DEED	38	84
२००४		

SEARCH AND TITLE REPORT

TO WHOM SO IT MAY COME I S.V.Nagesh Advocate do here by certify that I have taken search at the office of sub _Registrar Vadgaon Maval and Mulshi in respect of the below described Land from 1960 up to date . I have investigated the Title of the land .My findings and Report is as follows-

DESCRIPTION OF THE LAND :- ALL THAT piece and parcel of the land lying being and situated at Village Deoghar Taluka Mulshi Dist Pune bearing survey No. 122/2 area as per the Record of Rights 1H - 00 R assessed at Rs.00 - 78 Ps as per the Village Map is bounded as under-

- On or Towards East by - Survey No. 121
On or Towards South by - Survey No. 124
On or Towards West by - Survey No. 127
On or Towards North by - Survey No. 120

THE LIST OF DOCUMENTS :-

1. The Record of Rights of the Land Survey No. 122/2 from 1954-55 to 1963-64[annexure -A],
2. The Record of Rights of the Land Survey No. 122/2 from 1965-66 to 1974-75[annexure _B],
3. The Record of Rights of the Land survey No 122/2 1976-77 to 1990-91 [Annexure -C],
4. The Record of Rights of the Land survey No. 122/2 from 1991-92 to 2001 to 2002 [Annexure _D],
5. The Record of Rights of the Land survey No 122/2 from 2003-2005[E]
6. The Extracts of the Mutations No. 159, 517, ,1072, 596, 3104 4048
7. The Deed of Conveyance dated 9th June 1998 regd No. 2288/98

Cont///pg///2///

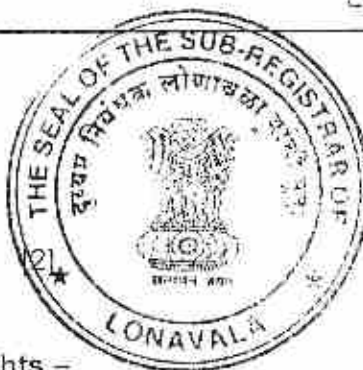
Nagesh

Sc. LLB.

Advocate

256, Renuka Bungalow,
Damodar Colony, Bhangarwadi,
Lonavala - 410 401
Phone No.: 02114-273839
E-mail - suhasnagesh@hotmail.com

Ref :



ल. व. ल.		
5400	34	84
२००६		

SEARCH NOTES -

[A] Search as per the Record of Rights -

(01) Pursued the Record of Rights of the Land survey No. 122/2 as back as available and traceable. It appears from the Record of rights that Raghu Ramji Hundare was the holders and kabjedar as occupant class- of the land survey no 122/2 of Village Deoghar- Mulshi.

(02) Relying on the Unchallenged entries of the Record of Rights and Mutations I hold that aforesaid occupants had the title and possession of the land. There are consistent entries from 1954 to 1995

(03) Perused the mutation no. 3247 dated 30/09/1996 it say that Shankar Bhiwa Gurav died surviving following legal heirs.

Name of the legal heirs	Relation
[1] Maruti Raghu Hundare	Son
[2] Shanabai Dattu Kakade	Married Daughter
[3] Yanabai Maruti Tidke	Married Daughter

(04) By the Indenture sale dated 9th June 1998 regd no. 2288 made and executed between Maruti Raghu Hundare, Shanabai Dattu Kakade and Yanabai Maruti Tidke therein called as the Vendors and Nandakumar Sonu Walanj therein called as the Confirming party Bansidhar Sitaram Yadav therein called as the Purchaser, the Vendors there in did sell the Land survey No. 122/2 to the Purchaser. Accordingly under mutation No. 3380 his name was recorded as Holder.

(05) By the Registered Deed of Conveyance dated 14th February 2005 regd No. 943 Mr. Bansidhar Sitaram Yadav has sold the Land to Sahara India Commercial Corporation Ltd.

Nagesh

Sc. LLB.

Advocate

256, Renuka Bungalow,
Damodar Colony, Bhangarwadi,
Lonavala - 410 401
Phone No. : 02114-273839
E-mail - suhasnagesh@hotmail.com

Ref :



ल. व. ल.		
5680	38	54
२००६		

SEARCH NOTES -

[A] Search as per the Record of Rights -

- (01) Pursued the Record of Rights of the Land survey No. 122/2 as back as available and traceable. It appears from the Record of rights that Raghu Ramji Hundare was the holders and kabjedar as occupant class- of the land survey no 122/2 of Village Deoghar Mulshi.
- (02) Relying on the Unchallenged entries of the Record of Rights and Mutations I hold that aforesaid occupants had the title and possession of the land. There are consistent entries from 1954 to 1995
- (03) Perused the mutation no. 3247 dated 30/09/1996 it say that Shankar Bhiwa Gurav died surviving following legal heirs.
- | Name of the legal heirs | Relation |
|---------------------------|------------------|
| [1] Maruti Raghu Hundare | Son |
| [2] Shanabai Dattu Kakade | Married Daughter |
| [3] Yanabai Maruti Tidke | Married Daughter |
- (04) By the Indenture sale dated 9th June 1998 regd no. 2288 made and executed between Maruti Raghu Hundare, Shanabai Dattu Kakade and Yanabai Maruti Tidke therein called as the Vendors and Nandakumar Sonu Walanj therein called as the Confirming party Bansidhar Sitaram Yadav therein called as the Purchaser, the Vendors there in did sell the Land survey No. 122/2 to the Purchaser. Accordingly under mutation No. 3380 his name was recorded as Holder.
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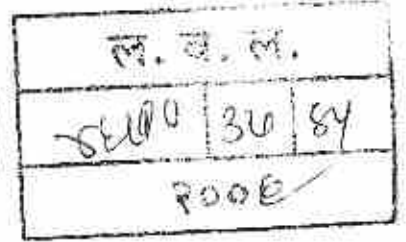
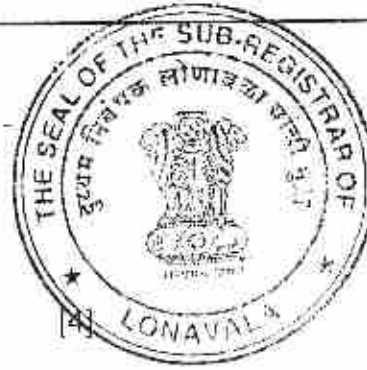
Nagesh

Sc. LLB.

Advocate

256, Renuka Bungalow,
Damodar Colony, Bhangarwadi,
Lonavala - 410 401
Phone No.: 02114-273839
E-mail - suhasnagesh@hclmail.com

Ref: [



RESTRICTION ON TRANSFER -

There is no restriction on the transfer of the land. None of the pre-deceasors in title were Adivasis. The Tenure of the Land is free Hold.

ACQUISITION-

The Land is not subject of acquisition. It is not private Forest as per the List maintained by Forest office Maval Range.

D.P REMARKS-

The Govt of Maharashtra vide Notification no. TPS/ 1899/280/CR-56/99/UD/-13 dated 22-09-1999 declared the revenue area of Villages Ambavne, Deoghar, Nandgaon, Kumbhari, Visaghar, pethshahpur, Pomgaon declared as area New Hill stations.

POSSESSION - As per the Record of Rights and Title deeds the land is in actual physical possession of Sahara India Commercial corporation Ltd. By mode No1 Khudda.

CERTIFICATE -

I certify that the title of Sahara India Commercial corporation Ltd. Of the Land survey No. 122/2 area 1H - 00 R situated at Village Deoghar is marketable and clear.

DATE :- 26th July 2006


ADVOCATE



ल. व. ल.		
8000	35	84
२००६		

List of Facilities & Amenities provided to the Lessee

1) By virtue of being a Lessee of a Plot in Aamby Valley City, Lessee and his Nominees (not exceeding 6) shall be entitled to the usage of the Golf Club and Residents Club set up by the Lessor in "Aamby Valley City" in accordance with the rules and regulations framed by the Lessor from time to time.

It is clarified that the Lessee and his Nominees (not exceeding 6) shall:-

- i) Not be required to pay green fees with respect to use of the Golf Club. However all the other charges as fixed by the golf club will be payable by the Lessee and his Nominees (not exceeding 6) using the Golf Club facilities; and
- ii) Be required to pay Annual / monthly charges (on actuals) with respect to the usage of Resident Club and Golf Club.

2) By virtue of being a Lessee of a Plot in Aamby Valley City, Lessee and his Nominees (not exceeding 6) shall be issued 8 Security Identification / Citizenship cards.

3) By virtue of being a Lessee of a Plot in Aamby Valley City, Lessee and his Nominees (not exceeding 6) shall be allowed free use of swimming pool, steam, sauna, Jacuzzi and gymnasium at Interim Club till such time of commissioning of Residents Club.

4) It is clarified that for the various commercial facilities & amenities in "Aamby Valley City" as decided by the Lessor, the Lessee and his nominees (not exceeding 6) will be entitled to a standard 15 % discount on the rack / published rates. Some of such facilities are:-

- 1) SPA
- 2) Angling
- 3) Cycling
- 4) Equestrian



ल. व. ल.		
85110	38	84
२००६		

- 5) Water sports
- 6) Business Conferencing facility
- 7) Additional transportation requirements


5) Interim stay arrangements – Commencing from the execution of this agreement till the Villa / Timber Chalet being leased to the Lessee is ready for use and occupation, the Lessee shall be entitled to the benefit of an aggregate of 45 nights stay (per annum) in a Spanish cottage / Timber chalet or in other residential accommodation at "Aamby Valley City". Unutilized room nights will not be allowed to be carried forward in the succeeding year. Also it is hereby clarified for the removal of doubt that any complimentary room nights utilized by the Lessee in Aamby Valley City before the execution of this agreement will be adjusted from the first year's entitlement of the Lessee. It is also clarified that this benefit shall be available to the lessee only if the Lessee shall not be in default of any of the terms and conditions of this Agreement.

अधिकार अभिलेख पत्रक

महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २५(१) अन्वये

तालुका : मुळशी

जिल्हा : पुणे

ना क्रमांक भूमापन क्रमांकाचा पृथारणा उपविभाग पदधती भोगवट्यादार वर्ग -१	भोगवट्यादारचे नाव क्षेत्र आकार आणि ते पोरने फ.फु.	भाग संख्या
भूमापन नाव लागवडी योग्य क्षेत्र क. आर.चौ.मी. मध्यत १.००.०० १.००.०० आकार (लागवडी अयोग्य) वर्ग (अ) वर्ग (ब) आकारणी ०.७८ मूळ भिन्ना मध्यत आकारणी	हनसीधर सिताराम यादव १.००.०० ०.७८ (३३.८०) १६० कुठराचे गाव झाले क्षेत्र <div style="text-align: center;">  </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> ल. २. २. २. १६/०८/१९८४ २००४ </div>	रोमा आणि भूमापन फल

गाव नमुना द्वारा

पिकांची नोंदवहती

महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९)

महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नांदवड्या (तयार करणे व सुलभता)												
वर्ष	हंगाम	पिकांखालील क्षेत्रांचा तपशील							आयत्यादीसाठी उपलब्ध नमूनेलें क्षेत्र	जमीन मालकीचे संख्या	एकरी	
		मिश्र पिका खालील क्षेत्र					निर्भेद पिकांखालील क्षेत्र					
		मिश्र पिका संकेत क्रमांक		घटक पिका व प्रत्येका खालील क्षेत्र								
		जल सिंचित	अजल सिंचित	पिकाचे नाव	जल सिंचित	अजल सिंचित	पिकाचे नाव	जल सिंचित	अजल सिंचित	एकरी	एकरी	
२००१-०२	खरीप		मध्यत	१.००.००								
२००२-०३	खरीप		मध्यत	१.००.००								
२००३-०४	खरीप		मध्यत	१.००.००								

मजकूर वगैरे तारीख २००४/०४/०४

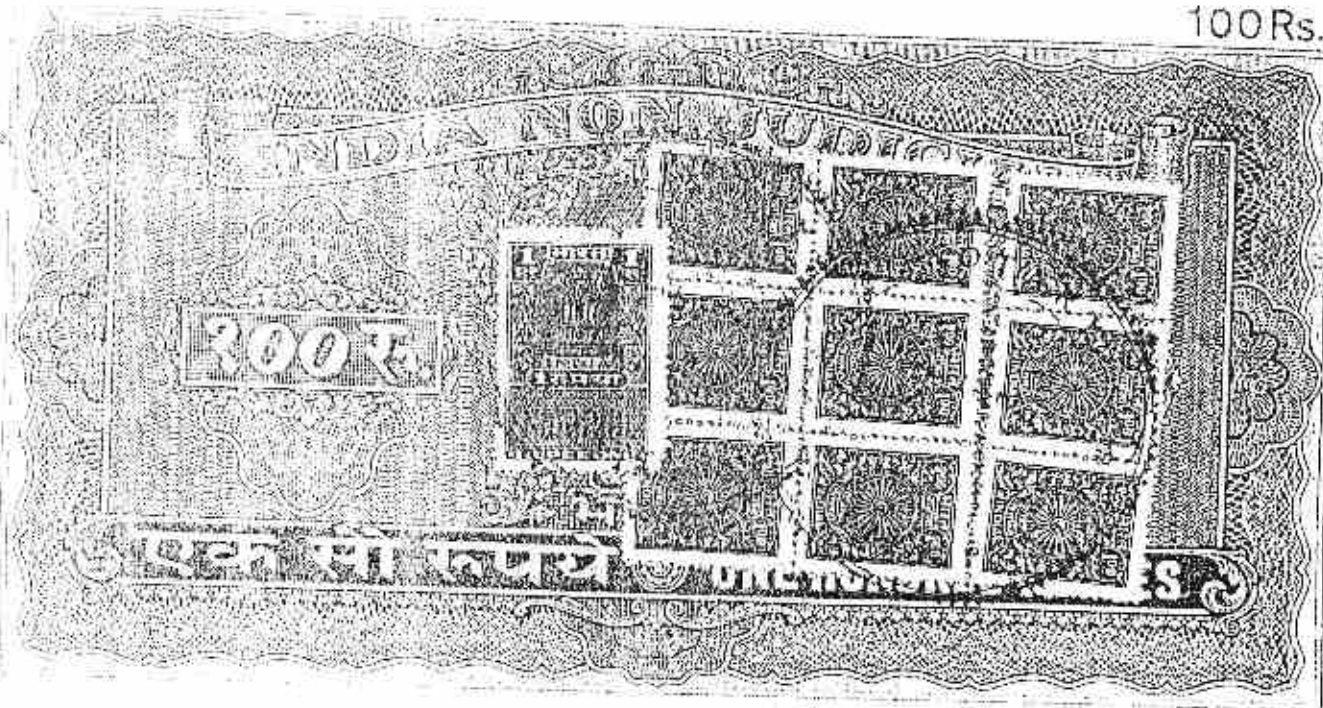
अधिकृत तयार करणारा

अधिकृत तयार

एकूण रकम स्विकार

सहस्री नमूना

सहस्री नमूना



POWER OF ATTORNEY

I, O.P. Srivastava, S/o Sri P.D. Srivastava, R/o A. 706, Sector 'C', Mahanagar, Lucknow, aged about 43 years, Director, Sahara India Commercial Corporation Limited (formerly known as Sahara India Housing Limited), do hereby authorize and empower my attorney(s) Sri O.P. Dixit, S/o Sri R.P. Dixit, (2) Sri Ashok Kumar, S/o Late Sri S. K. Dixit, (3) Sri Anand Narain Srivastava, S/o Sri R.P. Srivastava, to represent jointly and severally, the Company, before the various Authorities, Public Functionaries and Authorities, for the purpose of registration of the Company at and around Lucknow.

All deeds, contracts and all other representations and correspondence done or to be done or made to be done by the above said attorney(s) on behalf of the Company, shall be binding on the Company.

This Power of Attorney is granted only for the specific purpose mentioned above and shall remain valid till such time as same is revoked / cancelled by any of the Directors of the Company in writing.

Two copies of these powers are signed at Lucknow on 6th February, 1999.

For Sahara India Commercial Corporation Limited
(formerly known as Sahara India Housing Limited)

(O.P. Srivastava)
Director



Signature verified

(O.P. Srivastava)

NOTARY, GOVT. OF INDIA
DIST. - LUCKNOW
24 JUN 2006



JAIN STEEL AND POWER LTD.

(Formerly : Jain Sponge Pvt. Ltd.)

39, Shakespeare Sarani, Premlata, 5th Floor, Kolkata - 700 017

Telefax : (033) 2283 3684 / 85 / 86, E-mail : jainsponge@yahoo.co.in

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF M/S JAIN STEEL AND POWER LIMITED HELD AT ITS REGISTERED OFFICE ON WEDNESDAY 25TH OCTOBER 2006 AT 1.00 P.M

“RESOLVED THAT the Company do sign the documents required on purchase of a property at ‘Amby Valley City’ developed by ‘Sahara India Commercial Corporation Limited’ having its registered office at ‘Sahara India Sadan, 2A, Shakespeare Sarani, Kolkata-700071’.

RESOLVED FURTHER THAT Shri Manoj Kumar Jain, Managing Director, be and is hereby authorized to sign the ‘Agreement to Lease of Plot And Villa’ for the Amby Valley City property and all documents on behalf of the Company and to do all such acts, deeds and things in connection therewith.

RESOLVED FURTHER THAT the Common Seal of the Company will be affixed on any deeds, documents and other writings including modifications by way of supplementary agreements, notes of amendments or otherwise as may be necessary in the presence of Shri Manoj Kumar Jain, Managing Director of the Company, who will sign the same in token thereof.

RESOLVED FURTHER THAT a copy of the above resolution duly certified by any one Director of the Company be forwarded to ‘Sahara India Commercial Corporation Limited’ for their records.”

Certified to be true copy



FOR JAIN STEEL AND POWER LIMITED

Rakesh Jain
DIRECTOR

ल. व. ल.		
86100	83	84
2006		



07/11/2006

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

2:56:23 pm

लोनावला

लवल

दस्त क्र 4670/2006

88/84

दस्त क्रमांक : 4670/2006

दस्ताचा प्रकार : भाडेपट्टा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1. नावा: शहरा इंडिया कॉमर्शियल कॉर्पोरेशन लि. लि.
अश्विने नारायण श्रीवास्तव -
पत्ता: घर/प्लॉट नं.
गल्ली/रस्ता:-
इमारतीचे नाव:-
इमारत नं:-
पेट/पसंदात:-
शहर/गाव: लोनावला
तालुका: मावळ
जि.

लिहून घेणार

वय 42

सही



2. नावा: मे. जी. लि. ल. अण्डा पीपल लि. तर्फे डायरेक्टर
मनीलकुमार जैन -
पत्ता: घर/प्लॉट नं:-
गल्ली/रस्ता:-
इमारतीचे नाव:-
इमारत नं:-
पेट/पसंदात:-
शहर/गाव: 39, लेक्सपीयर सारणी, प्रेमलता 5 वा म.

लिहून घेणार

वय 32

सही

