



Proforma Invoice - City Maintenance

To
CENTURY AWASAN (P) LTD.
39, SHAKESPEARE SARANI,
PREMLATA
KOLKATA Pin-Code: 700 017
Ph.No. - 033-40027777
Villa / Plot No 345 at Aamby Valley City
GSTIN is
Bill For the Month:- Nov-2022

DATE: 01-Dec-2022
Proforma Invoice No: CM/2022-23/1547

Description of Work	SAC / HSN Code	Net Amount	CGST (%)	CGST Value	SGST (%)	SGST Value	Gross Amount
City Maintenance Charges (5557.00 sq ft * Rs. 6 = Rs. 33342.00)	998597	33342.00	9.00	3000.78	9.00	3000.78	39343.56
RSD For Current Month		0.00					0.00
Compensation Given for Current Month		0.00					0.00
Total Amount in Rupees							39343.56

The total City Maintenance bill till 30 Nov 2022 is given below:

Previous Bill Balance	Payment Made	Total Interest	Current Amount	Payable Amount
A	B	C	D	(A-B+C+D)
1930019.68	0	422383.23	39343.56	2391746

You are requested to pay the total amount within 7 days of receipt (on or before 08 Dec 2022), failing which penal charges will be levied.

Company's PAN No. is AAGCA0045C and GSTIN No. is 27AAGCA0045C1ZB.

The payments should be made by pay order / demand draft drawn on Aamby Valley Limited. Payable at Aamby Valley City Limited & sent at the following address:- Ambay Valley City Limited, Village Ambavane, Taluka Mulshi, Lonavala - 410401, Pune District, Maharashtra India...: +91-20-22900000

Dear Esteemed Citizen,

While making banking transactions Online / RTGS in the remarks column please mention below:-

Villa/Plot number payment towards CM, Water or others

Direct payment by NEFT/RTGS details are as below.

Beneficiary Name	Beneficiary A/c No.	Beneficiary Bank	IFSC Code	Bank Address
M/s Aamby Valley City Limited	3280 1020 0006 675	Axis Bank	UTIB 0000 328	Corporate Centre, CTS No. 271, Andheri Kurla Road, Andheri (E), Mumbai-400059

Should you have any queries regarding the same, please feel free to email: billing@aambyvalley.com

NOTE: This is a System Generated Invoice, No Signature Required.

P.S. - Please ignore the Invoice, if payment has already been made

Registered Office: Hotel Sahara Star, Opp. Domestic Airport, Vile Parle (East), Mumbai-400099. Phone: 022-3989 5000 Fax: 020 3980 7077 Project Office: Aamby Valley City, Site Office Complex, Post: Aambavane, Dist: Pune, Lonavla: 410401. (MH), India. Tel: +91-20-22965111 Fax: 020-22965038. Web Site: www.aambyvalleycity.com



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REGISTERED A/D

TERMINATION NOTICE

Dated: - 8th July 2022

To,
CENTURY AWASAN (P) LTD.
39, SHAKESPEARE SARANI,
PREMLATA,
KOLKATA - 700 017

Subject: Termination Notice for your Plot No. 345, at Aamby Valley City (hereinafter referred to as "**said Property**").

Reference: Legal Notice dated 13th May 2022 (hereinafter referred to as "**said Notice**") for the Agreement to Lease for the said Property entered into between CENTURY AWASAN (P) LTD. and Aamby Valley Ltd. (hereinafter referred to as "**Lease Agreement**").

Dear Sir / Ma'am,

With reference to the subject cited above, we on behalf of Aamby Valley Limited (AVL), a private limited company incorporated in India under the prevailing law in force thereat, having our registered office at Hotel Sahara Star, Opp. Domestic Airport, Vile Parle (E), Mumbai- 400 099 India and having its site office at "Aamby Valley City", Taluka Mulshi, District Pune – 410401, have to address you as follows:-

1. As you are aware that under the Lease Agreement for the said property you were required you to regularly make payment of maintenance, upkeep and water charges (hereinafter referred to as "**CMO Bills**"). In virtue of the Lease Agreement you have been consistently and continuously availing maintenance services, amenities and facilities in the Aamby Valley City and you were liable to pay the maintenance charges on monthly basis as more particularly stated in the Lease Agreement for the said Property.



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2. It is pertinent to point out that AVL has persistently followed up and issued multiple reminders including the said Notice to you (verbal and written *inter alia* by way of letters, e-mails, telephonic requests and/or personal meetings), the copy of the same is annexed herewith as "**Annexure I**", for the full and final payment of all outstanding dues under the Lease Agreement. Furthermore, AVL has been extremely considerate / accommodative with and has in good faith provided you with numerous opportunities and sufficient time to make all outstanding payments due and payable under the Lease Agreement; However, you with an ulterior motive have chosen to remain mum / a silent spectator and have till date continued to default the outstanding payment due as per the Lease Agreement for reasons best known to you. Nevertheless, AVL has contacted you on numerous occasions to address and resolve the aforesaid issues in relation to the performance of the remainder of your obligations under the Lease Agreement but neither has any satisfactory response been received from you nor any attempts have been made by you to perform the same.
3. You are very well aware that the Hon'ble Supreme Court vide its various orders has allowed AVL to collect the maintenance directly and to generate revenue from its business activities so as to ensure that the condition of the Aamby Valley City does not deteriorate. In spite of being well aware of these orders, you have deliberately not paid heed to our repeated requests and notices for payment of outstanding amount in respect of maintenance charges.
4. Furthermore, since the booking of the said Property, you have also been availing and enjoying various facilities, benefits and entitlements at Aamby Valley City, *inter alia*, including the clubs, free stay at Aamby Valley City, etc. ("**Benefits**"), at discounted rates/ free of cost. Despite your non-payment of CMO charges of the said Property as an act of goodwill, we had permitted you to avail of and continue to use the Benefits.
5. Hence, in light of your continuous defaults and in accordance with the terms and conditions of the Lease Agreement, we are hereby invoking clause 21 (Termination) of the Lease Agreement and terminating the said Lease Agreement effective immediately.

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6. Further, in accordance with clause 4 read with clause 22 (Effect of Termination) you are liable to pay the following amounts i.e.,

- a. an amount of Rs. 17,72,645/- being the city maintenance,
- b. an amount of Rs.2,21,711/- being the interest towards the city maintenance,
- c. an amount of Rs.80,340/- towards the utility bills,
- d. an amount of Rs.11,59,142/- as the marketing cost of Aamby Valley,
- e. an amount of Rs.4,64,234/- the stamp duty and registration cost of Aamby Valley,
- f. an amount of Rs.9,90,000/- as the free nights utilized at Aamby Valley,
- g. an amount of Rs.51,58,161/- (20%) towards forfeiture in accordance with the terms agreed between the parties to the said Lease Agreement.

Thus, a total amounting to Rs.98,46,233/- (hereinafter collectively referred to as the "**Total Outstanding Amounts**") to us.

7. Consequently, in the above circumstances, since the Lease Agreement stands terminated effective immediately:

- a. You nor any person claiming through, under or in trust for you shall have or claim any right, title or interest in or to the said Property of any nature whatsoever;
- b. We are released from all our obligations under the Allotment Letter, Lease Agreement and / or other writings, documents executed with respect to the Said Property ("**Documents**") and we shall not be liable in any manner howsoever in respect of / under the Documents.
- c. You nor any person claiming through, under or in trust for you shall have any claim / demand of any nature whatsoever, whether by way of damages or otherwise, against Aamby Valley Limited or any of their

officers, agents, employees in respect of the Documents and/or the said Property;



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- d. We and / or our nominee/s shall be entitled to freely deal with the said Property or any part thereof in any manner howsoever without any reference to / confirmation / hindrance from you; and
- e. All the facilities, benefits, privileges and entitlements including but not limited to entry/ citizenship cards made available to you pursuant to Letter of Allotment and the Lease Agreement, at Aamby Valley City stands withdrawn without any further notice or intimation.
8. Take note that as per the Hon'ble Supreme Court's order, we are required to maintain the city and ensure that the condition of Aamby Valley city does not deteriorate hence to recover the Total Outstanding Amounts, we shall be auctioning the property after devising a suitable mechanism within 90 days and after deducting the Total Outstanding Amounts, we shall refund the remaining amounts received from the sale of your property.
9. This Termination Notice is being sent to you without prejudice to our rights under law, equity or contract.

Thanking you,

Yours Truly,



Authorised Representative,
Aamby Valley Ltd.



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AAMBY VALLEY CITY LIMITED
(Formerly known as AAMBY VALLEY LIMITED)

REGISTERED A/D

NOTICE

Dated: - 10th August 2022

To

CENTURY AWASAN (P) LTD.

39, SHAKESPEARE SARANI,

PREMLATA,

KOLKATA – 700 017.

Subject: Taking back Possession of your Plot No. **345** at Aamby Valley City (hereinafter referred to as "**said Property**").

Reference: Termination Notice dated 8th July 2022 (hereinafter referred to as "**said Notice**") for the Agreement to Lease for the said Property entered into between **CENTURY AWASAN (P) LTD.,** and Aamby Valley Ltd. (hereinafter referred to as "**Lease Agreement**").

Dear Sir / Madam,

With reference to the subject cited above, we on behalf of Aamby Valley City Limited (AVCL), a private limited company incorporated in India under the prevailing law in force thereat, having our registered office at Hotel Sahara Star, Opp. Domestic Airport, Vile Parle (E), Mumbai- 400 099 India and having its site office at "Aamby Valley City", Taluka Mulshi, District Pune – 410401, have to address you as follows:-

1. As you are aware that under the Lease Agreement for the said property you were required you to regularly make payment of maintenance, upkeep and water charges (hereinafter referred to as "**CMO Bills**"). In virtue of the Lease Agreement you have been consistently and continuously availing maintenance services, amenities and facilities in the Aamby Valley City and you were liable to pay the maintenance charges on monthly basis as more particularly stated in the Lease Agreement for the said Property.

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(Formerly known as AAMBY VALLEY LIMITED)

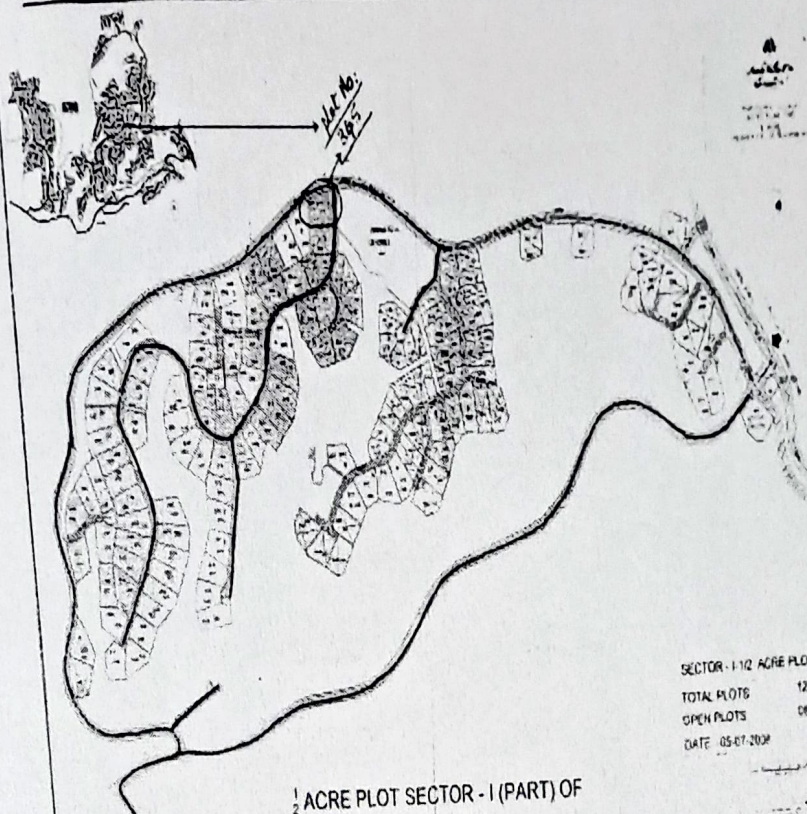
2. It is pertinent to point out that AVCL has persistently followed up and issued multiple reminders including the said Notice to you (verbal and written *inter alia* by way of letters, e-mails, telephonic requests and/or personal meetings), the copy of the said Notice is annexed herewith as "**Annexure I**".
3. Hence, in light of your continuous defaults and in accordance with the terms and conditions of the Lease Agreement, we had invoked clause 21 (Termination) and in accordance with clause 4 read with clause 22 (Effect of Termination) of the Lease Agreement and terminating the said Lease Agreement effective immediately, which is from the date of issuance of the said Notice i.e. 8th July 2022.
4. Consequently, in the above circumstances, since the Lease Agreement stands terminated, we are starting the process of auctioning the said property, and to proceed further with the process of auctioning of the said property we would be taking back the possession of the said property within 30 days from the date of issuance of this Notice i.e. 10th September 2022.
5. Furthermore, after deducting the Total Outstanding Amounts as more particularly mentioned in the said Notice, we shall refund the remaining amounts received from the sale of your said property.
6. This Notice is being sent to you without prejudice to our rights under law, equity or contract.

Thanking you,

Yours Truly,



**Authorized Representative,
Aamby Valley City Ltd.**



SECTOR - 1/12 ACRE PLOTS
TOTAL PLOTS 127
OPEN PLOTS 08
DATE 05-07-2004

