



ल.व.ल.		
200	2	38
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AAMBY VALLEY LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 5th Floor, Building No 4, Solitaire Corporate Park, Guru Hargovind Ji Marg, Chakala, Andheri (East), Mumbai 400 093 and having its site office at "Aamby Valley City", Taluka Mulshi, District Pune by the hand of one of the Authorized Signatories **Mr. Girish Bhopnikar** hereinafter referred to as "**THE CONFIRMING PARTY**" (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 Second Part

And

Century Awasan (P) Ltd Company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 39, Shakespeare Sarani, Premlata, Kolkata - 700017, by the hand of one of its Authorized Signatory, **Shri. Sumit Kumar Surana**, duly authorized in that behalf, hereinafter referred to as "the Assignee ", 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. By an Agreement for Lease dated 7th November 2006 and made between **SAHARA INDIA COMMERCIAL CORPORATION LIMITED**, a company therein as the Lessor of the one part and the assignor, therein referred to as the Lessee of the other part and registered with the Sub - Registrar of Assurance at LonaVala, District Pune under serial No 04670 - 2006 of book No I, the confirming Party, Lessor therein demised unto the Assignor in perpetuity ALL that piece of land admeasuring 2091 sq.mtrs or 0.2091 Hectares in Gat No. 122/2 situated at Village Deoghar, Taluka Mulshi, District Pune, and more particularly described in the schedule there under being the same as described in the schedule hereunder written on at rent and in consideration subject to the





दस्तावेज क्र. व वर्ष: 4670/2006

पंजीकृत, 15/08/2006
पृष्ठ 1/1

दुष्प्रसन्न विषयक: लोणावळा

पृष्ठ 1/1

पृष्ठ 1/1

सूची क्र. दोन INDEX NO. II

गावाचे नाव : देवघर

- (1) विलेखाभा प्रकार, मोपदल्याचे स्वरूप जाणवत नाही
य बाजारभाव (भाडेपट्ट्याच्या
माध्यमात पट्टाकार आकारणा देतो)
की पट्टाकार ते नमूद करावे) मोपदल्या रु. 25,500,000.00
वा.भा. रु. 22,650,000.00
- (2) भू-वापन, पोटहिरसा व धरकामांक (अस्तित्वात) (1) सौ. क्र.: 122/2 वर्णना गांव मीजे देवघर (वा. गुळशी) येथील सवई नं 122/2, गावरील स्थिती नं 345 त्यावरील क्षेत्र 2001 मी मी गावरील व्हिला क्षेत्र 511 मी मी (मुळा 000 वर्ष, वर्गित भाद रु 1/- प्रिमियम 25500000/-)
- (3) शोधपत्र (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या (1) राहारा इंडिया कॉम्प्युटल कानोरेशन लि. तर्फे अरविन्द नारायण श्रीवास्तव - ; घर/प्लॉट नं. - ; गल्ली/रस्ता - ; ईमारतीचे नाव - ; ईमारत नं. - ; पेट/वसाहत - ; शहर/गाव: लोणावळा; तालुका: माथळ; जिल्हा: - ; पिन नम्बर: AADCS6118F
- (6) दस्तऐवज करून घेण्या-या (1) म. जेन स्टिल ऑफ पॉवर लि. तर्फे डायरेक्टर मनोजकुमार जेन - ; घर/प्लॉट नं. - ; गल्ली/रस्ता - ; ईमारतीचे नाव - ; ईमारत नं. - ; पेट/वसाहत - ; शहर/गाव: 39, रोजपदीय सारणी, प्रमेलता 5 वा मजला कोलकाता 7; तालुका: - ; जिल्हा: - ; पिन नम्बर: AABCI4507H
- (7) दिनांक करून दिल्याचा 07/11/2006
- (8) नोंदणीचा 02/11/2006
- (9) अनुक्रमांक, खंड व पुढे 4670/2006
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 450000.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शरा

दुष्प्रसन्न विषयक श्रेणी-2

लोणावळा

पोस्टमन केली
मा वाचली
की नज्द्वान घेतली

दुष्प्रसन्न
लोणावळा

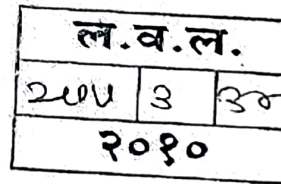
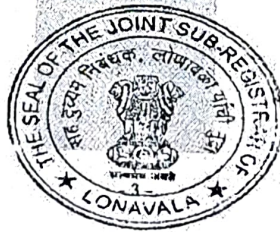
अस्सलबर हुकूम नज्द्वान

दुष्प्रसन्न विषयक श्रेणी-2,
लोणावळा



covenants terms and conditions and agreements therein contained (herein after referred to as "the said Property")

- B. Subsequently, SICCL undertook internal restructuring of its business, as a part of which, SICCL had formed Aamby Valley Limited (the Purchaser herein) as its group company. SICCL had prepared a Scheme of Demerger (hereinafter referred to as "Scheme"), whereby the entire Aamby Valley Undertaking as defined in the Scheme which *inter alia* includes all contracts entered by SICCL, deeds, permits, rights, industrial and other licenses issued to SICCL with respect to its real estate development business carried out at Taluka Mulshi, District Pune, of SICCL was demerged to form a part of the Purchaser. The Scheme was sanctioned by the Hon'ble Bombay and Calcutta High Courts by their orders dated November 23, 2007 and January 30, 2008 respectively, under section 394 of the Companies Act, 1956. Further, the certified copy of order of the Calcutta High Court and duly stamped certified copy of the order of the Bombay High Court have been filed with the Registrar of Companies at Kolkata and Maharashtra, respectively, subsequent to which the Scheme has become effective.
- C. The Scheme *inter alia* provides that on the Scheme being sanctioned by the High Courts of Calcutta and Bombay, all the licenses, permissions, approvals, consents issued to SICCL with respect to Aamby Valley Undertaking will stand transferred in the name of the Purchaser without any further process, applications, notifications, approvals or consents or permission for the same of any government or authority or local body. Accordingly, the Permission for Development now stands transferred in the name of the Purchaser along with all contracts entered into by SICCL, deeds, permits, rights, industrial and other licenses issued to SICCL with respect to its real estate development business.



HDFC BANK LTD.



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Received From: SAHARA INDIA COMMERCIAL CORP.

Franking Amount: 4,59,000/-

Charges: -

Total: 4,59,000/-

Vide PO No. / Cash / Transfer Cheque

Drawn on

or Cash towards franking of document

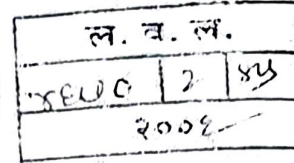
Signature of / Stamp of Bank

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 May in the Christian Year Two Thousand and 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





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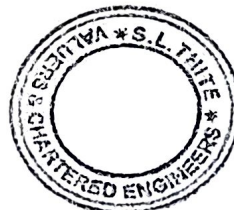
with the Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force. Any such Arbitrator shall have summary powers and the arbitration proceedings shall be held at Mumbai.

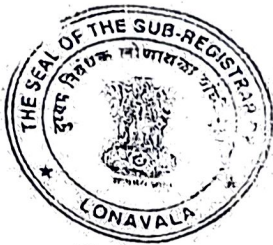
32) In the event of any conflict between any writings executed or exchanged by and between the parties hereto executed \ exchanged \ passed prior to the date of execution hereof pertaining to the grants of lease of the said Plot and the Villa to be constructed thereon with the terms and conditions of 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, Visakhhar, Peth Shahapur, Kolvali, Nandgoan, Deogar, Pomgaon and Khumberi all situate, lying and being in Taluka Mulshi and which portion contains **Plot 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 Bhat*
2. *CC*

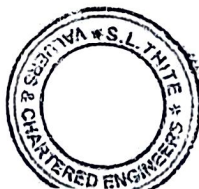
SIGNED & DELIVERED by the)
withinnamed Lessee)
M/S. Jain Steel & Power Limited by)
the hand of one of its Directors)
Shri. Manoj Kumar Jain)
Authorised in that behalf in the)
Presence of:)

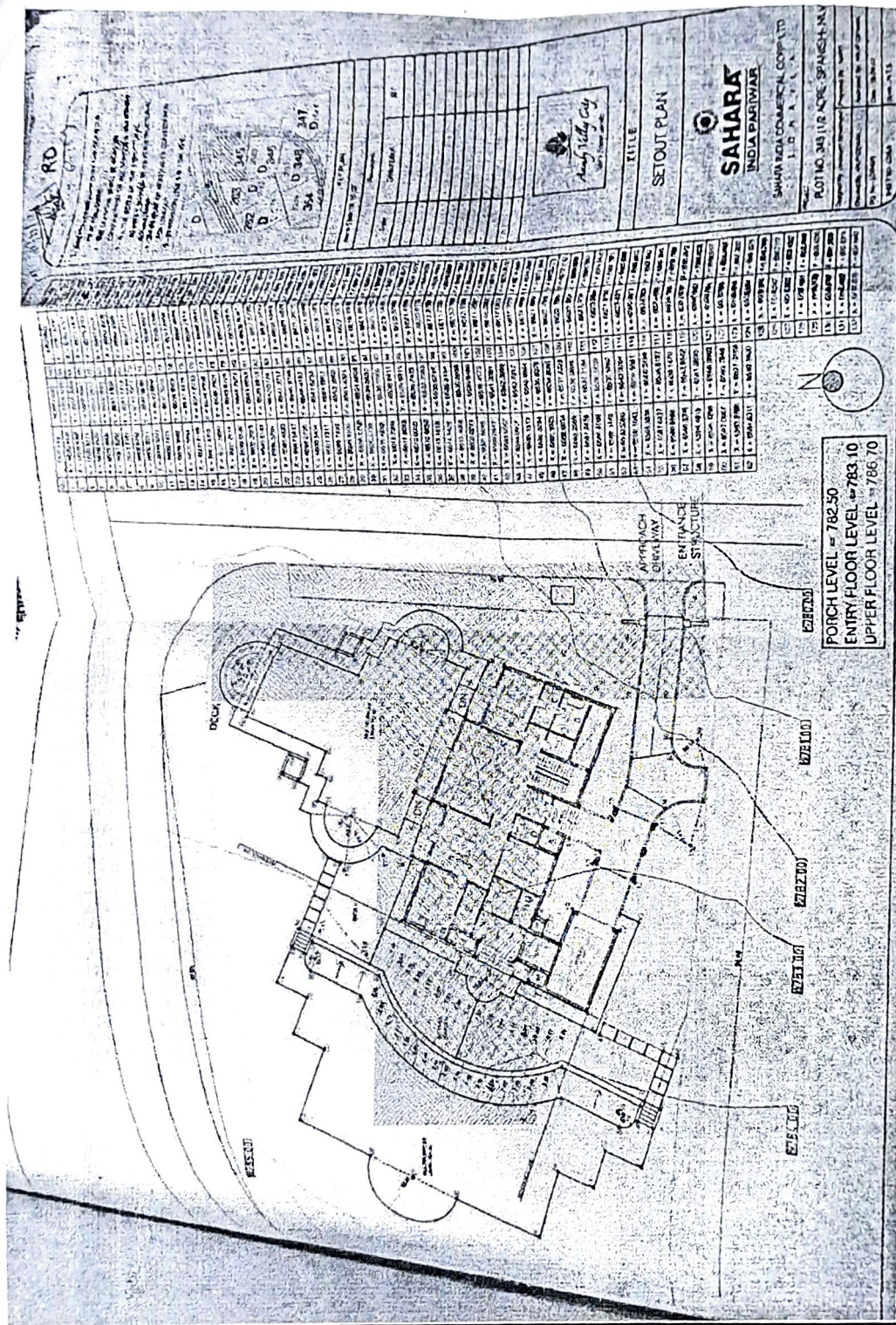
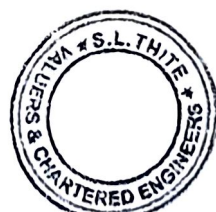
1. *Vijay Singh Bhat*
2. *CC*

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

LESSOR





SECTION 1
 NAME OF THE PROPERTY: THE LITTLE WHITE HOUSE
 ADDRESS: 1234 MAIN ST. N. W.
 CITY: WASHINGTON, D. C.
 STATE: D. C.
 ZIP: 20004

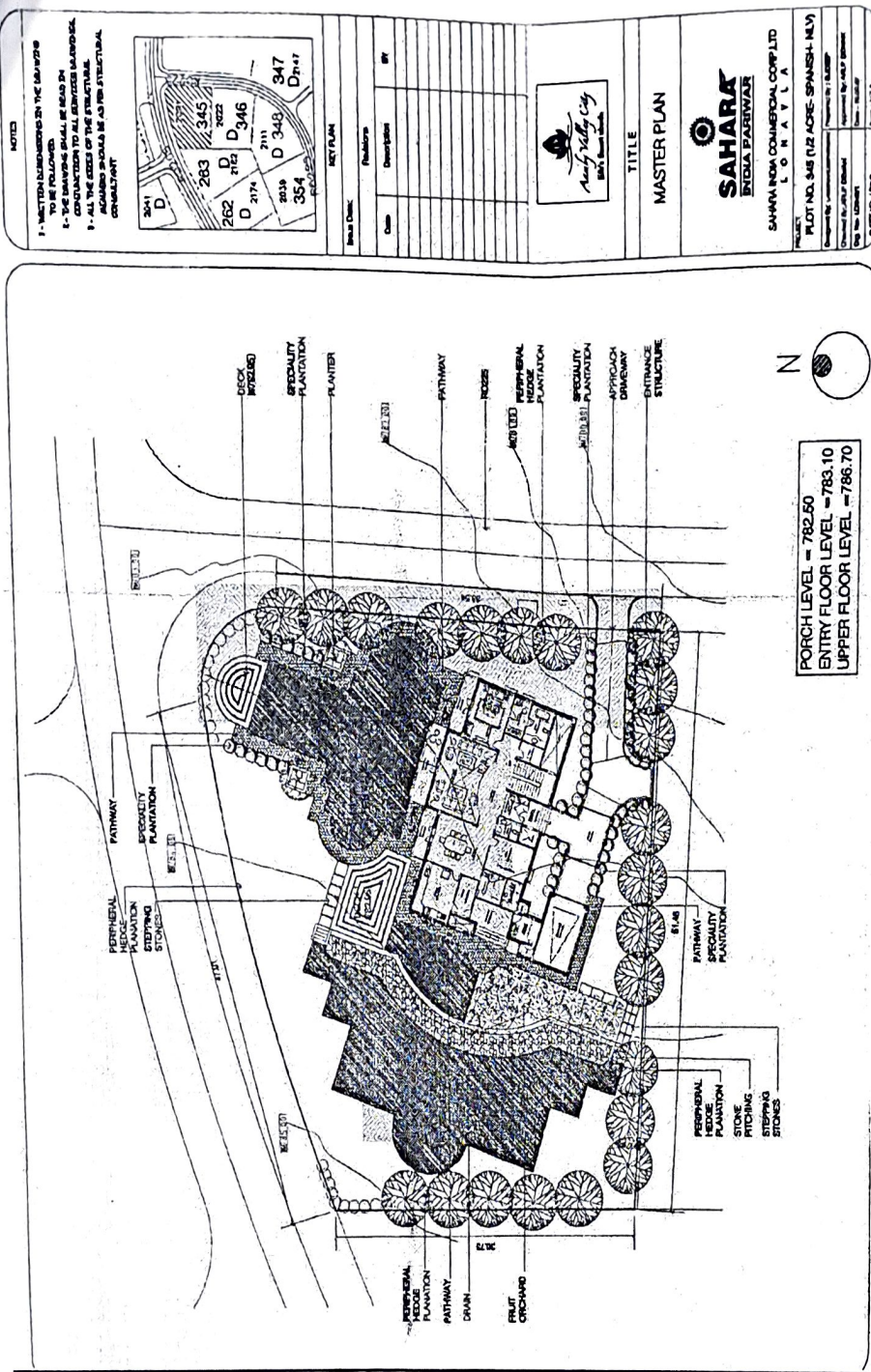
SECTION 2
 NAME OF THE OWNER: JOHN D. SMITH
 ADDRESS: 456 PINE ST. N. E.
 CITY: ATLANTA, GA.
 STATE: GA.
 ZIP: 30308

SECTION 3
 NAME OF THE AGENT: JANE DOE
 ADDRESS: 789 OAK ST. S. W.
 CITY: ATLANTA, GA.
 STATE: GA.
 ZIP: 30309

SECTION 4
 NAME OF THE BUYER: MR. & MRS. J. B. SMITH
 ADDRESS: 1010 15TH AVE. N. E.
 CITY: ATLANTA, GA.
 STATE: GA.
 ZIP: 30306

SECTION 5
 NAME OF THE SELLER: MR. & MRS. J. B. SMITH
 ADDRESS: 1010 15TH AVE. N. E.
 CITY: ATLANTA, GA.
 STATE: GA.
 ZIP: 30306

SECTION 6
 NAME OF THE REALTOR: JOHN D. SMITH
 ADDRESS: 456 PINE ST. N. E.
 CITY: ATLANTA, GA.
 STATE: GA.
 ZIP: 30308



1102 -

ANNEXURE - A45-



427/2567

पावती

Original/Duplicate

Tuesday, June 11, 2013

नोंदणी क्र.: 39म

1:00 PM

Regn.: 39M

पावती क्र.: 2649 दिनांक: 11/06/2013

गावाचे नाव: देव डर

दस्तावेजाचा अ. क्रमांक: लवत-2567-2013

दस्तावेजाचा प्रकार: माडेपट्टा

सादर करण्याचे नाव: सेंचुरी अवासन प्राइवेट लिमिटेड तर्फे अधिकृत स्वाक्षरी करणार श्री

मुमित कुमार सुराना (लिहून घेणार)

नोंदणी क्र.: ₹. 6300.00

दस्त हाताळणी क्र.: ₹. 1440.00

पृष्ठांची संख्या: 72

एकूण: ₹. 7740.00

आपणाला मूळ दस्त घेवून मिट व सीडी अंदाजे 1:20 PM हावेस मिळेल.

बाजार मूल्य: ₹. 621600/-

मोबरात: ₹. 290005/-

भरलेले मुद्रांक शुल्क: ₹. 24900/-

सह दुय्यम निबंधक

ल. ग. प्र. छा.

1) देयकाचा प्रकार: By Demand Draft रक्कम: ₹. 6300/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 004785 दिनांक: 05/06/2013

बँकेचे नाव व पत्ता: ICICI Bank

2) देयकाचा प्रकार: By Cash रक्कम: ₹. 1440/-

1104-



Customer Copy

AXIS BANK LTD. BKC BRANCH DEPOSIT SLIP

Deposit Bk. BKC	Date: 06/06/13
Pay to: AXIS Bank A/c Stamp Duty	
Franks Value	Rs. 24,900
Service Charges	Rs. 10
Total	Rs. 24,910

Name of Stamp duty paying party:
Aamby Valley Ltd

AXIS BANK LTD. BKC BRANCH
06 JUN 2013
TRANSFER SIGN
OFFICER

For AXIS BANK LTD.
Authorised Signatory
BKC Branch

LEASE DEED

DENTURE OF LEASE is made at Mumbai on this 14th day of June 2013 between **AAMBY VALLEY LIMITED**, a company registered under the provisions of the Companies Act, 1956 having its office at Hotel Sahara Star, Opp. Domestic Airport, Vile Parle (E), Mumbai-400 075 and its site office at "Aamby Valley City", Taluka Mulshi, District Pune, by of Sri Krishna Kumar duly authorized in that behalf, referred to as "the Lessor", which expression shall unless it be to the context or meaning thereof be deemed to mean and include its interest and assigns) of the One Part;

AND



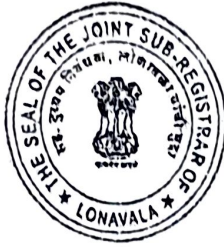
ल. व. ल.

2490900

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AXIS BANK LTD.
For Lease Deed
Stamp Duty
14/06/2013
195450
1000 RS 2

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Century Awasan Private Limited, a company Incorporated under the provisions of the Companies Act, 1956 having its registered office at 39, Shakespeare Sarani, Premlata, Kolkatta - 700 017, by the hand of Shri. Sumit Kumar Surana, duly authorized 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 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 November 26, 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, Deoghar, 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 November 25, 1997 and which came into effect from the February 10, 1998. The said villages are hereinafter referred to as the "said Villages";

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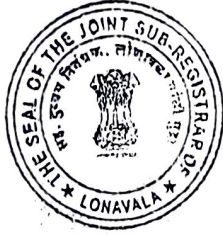
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- C. In pursuance of the power as contained in the said Development Control Regulations, the Government of Maharashtra, Urban Development Department vide its Notification bearing No. TPS.1899/290/CR-56/99/UD-13 dated September 22, 1999 and its Notification bearing No. TPS / 1899 / 250 / C.R.- 56 / 99 / UD - 13 dated February 24, 2004 has declared the said Villages situate in Taluka Mulshi, District Pune as "Hill Station";
- D. Sahara India Commercial Corporation Limited (hereinafter referred to as "SICCL") acquired certain plots of lands in the said Villages situate in Taluka Mulshi District Pune and Initiated 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. SICCL subsequently acquired certain land and revised the said sanctioned layout Plan, Pursuant to the application made by SICCL, the Office of the Collector of District Pune vide its Order dated February 3, 2007 bearing No. PMA/ NA/SR/27/2003 sanctioned the revised layout plans (hereinafter referred to as the "Final Layout Plans") consisting, inter alia, of revised Plinths, area under internal roads, open spaces and other mandatory spaces for an area admeasuring in aggregate about Hectares

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2261 = 24 Ares including the area covered under the said sanctioned layout Plans dated May 15, 2000;

- G. Subsequently, SICCL undertook internal restructuring of its business, as a part of which, SICCL had formed Aamby Valley Limited (the Lessor herein) as its group company. SICCL had prepared a Scheme of Deinerger (hereinafter referred to as "Scheme"), whereby the entire Aamby Valley Undertaking (as defined in the Scheme) which Inter alia includes all property of or used for the real estate development business carried on at Taluka Mulshi, district Pune, wherever situate, whether movable or immovable, tangible or intangible, including land, plant and machinery, buildings, offices, capital work in progress, furniture, fixtures, office equipment, appliances, accessories, power lines, water pipelines and depots etc., all contracts entered by SICCL, deeds and permits, rights, Industrial and other licenses issued to SICCL with respect to the said real estate development business, was demerged to form a part of the business of the Lessor. The Scheme was sanctioned by the Hon'ble Bombay and Calcutta High Courts by their orders dated November 23, 2007 and January 30, 2008 respectively, under section 394 of the Companies Act, 1956. Further, the certified copy of order of the Calcutta High Court and duly stamped certified copy of the order of the Bombay High Court have been filed with the Registrar of Companies at Kolkata and Maharashtra, respectively, subsequent to which the Scheme has become effective.
- H. The Scheme Inter alia provides that on the Scheme being sanctioned by the High Courts of Calcutta and Bombay. All the rights of SICCL in the

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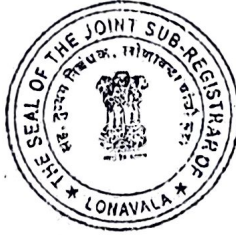
Immovable properties comprised in the immovable properties shall stand transferred to the Lessor automatically without requirement of execution of any further document for registering the name of Lessor as owner thereof. Accordingly, on and after sanction of the Scheme of Demerger the all the immovable properties comprised in the Aamby Valley Undertaking including the said plot stand transferred in the name of the Lessor.

1. Vide an Agreement to Lease dated 7th day of November 2007 made between AVL (formerly known as SAHARA INDIA COMMERCIAL CORPORATION LIMITED), a company therein as the Lessor of the One Part and M/s Jain Steel & Power Limited, the Lessee of the Other Part and registered in the office of the Sub - Registrar at Lonavala under Document Serial No. LVL - 04670 - 2006, (hereinafter referred to as the "Said Agreement to Lease"), a subsequent Rectification Deed dated 22nd January 2010 made between Aamby Valley Limited ("AVL"), a company therein as the Lessor of the One Part and M/s Jain Steel & Power Limited, the Lessee therein of the Other Part, duly registered in the office of the Sub - Registrar at Lonavala under Document Serial No. LVL - 00275 - 2010. Thereafter, an Agreement to Assign dated 22nd January 2010 executed between M/s Jain Steel & Power Limited, AVL and Century Avrasan (P) Ltd, duly registered with the Sub - Registrar of Assurance at Lonavala, District Pune under serial No. LVL - 00277 - 2010, the Lessor has agreed to demise to the Lessees for a period of 999 years, Plot No. 345 and a portion of land appurtenant thereto admeasuring in aggregate 2091.00 sq. mtrs or 0.2091 Hectares bearing Survey / Gat No. 112/2, Village Deoghar, Taluka Mulshi, District Pune (hereinafter referred

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to only for the sake of convenience as "the said Plot") along with the Villa structure constructed on the said Plot having a built-up area of 511 sq. mts. (hereinafter referred to as "Villa") to the Lessees and the Lessees have agreed to take the same on lease from the Lessor free from all encumbrances at or for the Consideration of Rs.1,17,50,000/- (Rupees One Crore Seventeen Lakhs and Fifty Thousand Only) and Rs.1,37,50,000/- (Rupees One Crore Thirty Seven Lakhs and Fifty Thousand Only) for Plot and Villa respectively.

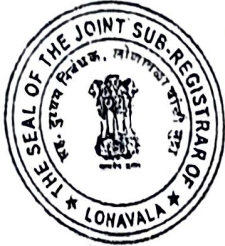
J. For the sake of convenience the said agreement to Lease and the said agreement to assign would be together termed as the "said agreements" and a copy of which is annexed hereto as Annexure "A".

K. Pursuant to Clause 1b of the said Agreements, the Lessees has requested the Lessor to further modify/ revise the floor plan / designs with respect to Internal modifications / revisions / additions effected in the said Floor Plans. The said modification/revision of the floor plan/designs with respect to the Internal modifications/revisions/additions has resulted in an increase of 57 sq. ft or 5.29 sq. mtrs In Built up Area (hereinafter referred to as the additional built up area) and also the resulted in an increase of 35 sq. ft or 3.25 sq. Mtrs In F.S.I (hereinafter referred to as the additional F.S.I). Thus the revised Built up Area and F.S.I is 516.26 sq.mtrs and 421.31 sq.mtrs respectively.

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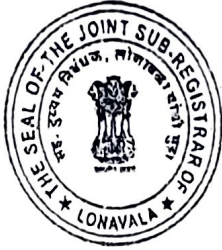
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- L. Implementation of the said modifications would result in additional expense of time, effort and money on the part of the Lessor. The Lessee has agreed to pay an additional amount to the Lessor on the terms and conditions set out herein.
- M. Due to the modifications/revisions of the floor plan resulting into additional F.S.I, additional BUA and additional amenities availed by the Lessee, there is an increase in the total cost of **Rs.2,90,805/- (Rupees Two Lakhs Ninety Thousand Eight Hundred and Five Only)** for the construction of Land and Villa / Timber Chalet which are agreed to be borne by the Lessee.
- N. Due to additional FSI there is an increase in the cost of Plot to the extent of Rs.1,05,000/- (Rupees One Lakh and Five Thousand Only). Thus, the total cost of the Plot is revised to **Rs.1,18,55,000/- (Rupees One Crore Eighteen Lakhs Fifty Five Thousand Only)**; and also due to the additional built up area and additional amenities there is an increase in the cost of Villa to the extent of **Rs.1,85,805/- (Rupees One Lakh Eighty Five Thousand Eight Hundred and Five Only)**. Thus the total cost of the Villa is revised to **Rs.1,39,35,805/- (Rupees One Crore Thirty Nine Lakhs Thirty Five Thousand Eight Hundred and Five Only)**.
- O. Based on the representation of the Lessee, the Lessor has constructed and handed over the possession of the Villa / Timber Chalet with modifications, in consideration payable by the Lessee to the Lessor.

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- P. The Parties hereto are entering into these presents with a view to reduce in writing and record the terms and conditions and covenants agreed upon by and between them as follows;

NOW THEREFORE, THIS INDENTURE WITNESSETH as follows:

1. DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions

When used in this Deed, the defined terms set forth in this Clause shall have, unless otherwise required by the context thereof, the following meanings:

- 1.1.1 "Deed" shall mean this Lease Deed and any and all Recitals, schedules, annexures and exhibits attached to it or incorporated in it by reference, and shall include any modifications to this Deed, as may be mutually agreed in writing by the Parties.

- 1.1.2 "Laws" shall mean and include all laws, rules, ordinances, and regulations from time to time in force in India.

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1.1.3 "Person" shall mean an individual, body corporate, partnership, trust or unincorporated association, and a natural person in his or her capacity as executor, trustee, administrator or legal representative.

1.2 Interpretation

1.2.1 The terms referred to in this Deed shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meaning ascribed to it under the relevant statute/legislation.

1.2.2 All references in this Deed to statutory provisions shall be construed as meaning and including references to:

- (a) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- (b) All statutory instruments or orders made pursuant to a statutory provision; and
- (c) Any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.

1.2.3 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

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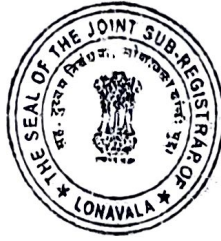
- 1.2.4 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Deed or the annexures and shall be ignored in construing the same.
- 1.2.5 Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 1.2.6 Any reference to the words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Deed shall refer to clauses or annexures of this Deed as specified therein.
- 1.2.7 The words "include", "including" and "among other things" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
- 1.2.8 References to writing include printing, typing, lithography and other means of reproducing words in a visible form.
- 1.2.9 The capitalized terms used herein, however not defined herein, shall have the meaning ascribed to them in the Agreement to Lease.

2. GRANT AND TERM

2.1 Grant

In consideration of the Premium of Rs.2,57,90,805/- (Rupees Two Crore Fifty seven Lakhs Ninety Thousand Eight Hundred And Five Only) paid by the Lessees on or before execution of this Deed,

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receipt whereof is acknowledged by the Lessor, and the rent hereby reserved and the terms and conditions, covenants and agreements herein contained and on the part of the Lessees to be observed and performed, the Lessor does hereby grant on lease in perpetuity (i.e. for a period of 999 years) said Plot.

2.2 RENT

In consideration of grant of lease, the Lessee has paid Rs.1998/- (Rupees One Thousand Nine Hundred and Ninety Eight only) vide Cheque no. 96637 dated 13th May 2013 drawn on ING Vysya Bank Limited towards annual lease to the Lessor, for the Demised Premises for entire lease period.

3. COVENANTS

3.1 Lessees' Covenants

The Lessees do hereby agree to abide by and comply with all the relevant Clauses of the said Agreements.

The lessee from the date hereof, shall pay all the taxes in respect of the said plot and the said Villa, which shall be payable to the Government, or other concerned Public Body or Authority. If any tax is levied by the Government, Corporation and/or any other authority or authorities on the said plot/villa and/or any of the incidents of this transaction including vat, mval, service tax, vat tax on works contracts, etc. then the Lessee shall

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be liable to pay such taxes even before or at the time of the possession of the said plot/villa to the Lessor, when it is demanded by the Government Corporation etc. The Lessor shall not be liable to pay the same. The Lessee shall keep the Lessor indemnified from all such liabilities.

3.2 Lessor's Covenants

The Lessor does hereby agree that on the Lessees paying the Rent on the due dates thereof and observing and performing the covenants, conditions and stipulations contained herein, the Lessees shall and may peaceably and quietly hold, possess and enjoy the said Plot and Composite Villa during the Term without any eviction, interruption, disturbance, claim and demand whatsoever by the Lessor or any person or persons lawfully or equitably claiming by, from under or in trust for him. The Lessor further confirms, reiterates and agrees to be bound by the declaration made by it under Clause 8 of the Agreement to Lease.

4. OTHER COVENANTS

The Parties agree to abide by and comply with all the relevant Clauses of the said Agreements.

4.1 MAINTENANCE, MANAGEMENT AND SUPERVISION

The Lessor reserves the right to hand over the maintenance, management, supervision and over all control of Ambay Valley City or

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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 Organization" or "CMO". The CMO shall be sole responsible for 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 entitled to receive and collect the pro-rata share of each holder of Villas / Timber Chalets in Aamby Valley City and to utilize all such contributions towards the purposes mentioned above. The pro-rata contribution of each holder of 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 Villas/ Timber Chalets in Aamby Valley City. The CMO shall be entitled to frame rules, regulations and byelaws for regulating and governing the said Plot and the said Villa 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 comply with and be bound by all such rules, regulations and byelaws. Due compliance of such rules, regulations and bye-laws by the Lessee herein shall be the essence of this Contract and the Lease Deed to be executed in pursuance hereof. In case of deviation from the stated rules and regulations of CMO, lessor have sole right to terminate these presents by giving 30 days clear notice in writing to lessee. Upon such termination the Lessor shall be entitled to forfeit an amount equal to 20% of the total consideration payable hereunder and cost of marketing benefits availed by the Lessee from the Lessor and facilities and benefits so utilized by lessee. Further, upon termination of the Agreement, the

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Lessor shall be entitled to sell, lease or deal with the said Plot and the said Villa in any manner it may deem fit and the Lessee shall not have any claim / rights in the said plot and/ or the said Villa of any nature whatsoever. In particular, the Lessor shall be entitled to grant any rights to any third party in respect of the said Plot or the said Villa, without being liable to the Lessee in any manner.

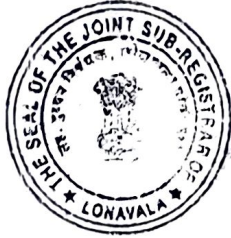
4.2 OUTGOINGS

The Lessor shall bear and pay for a period upto 31.12.2014 all outgoing in respect of the said Plot and Composite Villa such as rates, cesses and charges payable to the concerned Gram Panchayat or other concerned public body or authority and a pro-rata share of the Lessees towards the common expenses and outgoing of the enclave or group of timber chalets of which the Timber Chalet forms a part and which pro-rata share is payable to the CMO or other entity which shall be entrusted with the management and maintenance of Aanby Valley City or any part thereof by the Lessor. On and after 31.12.2014, all such outgoing shall be borne and paid by the Lessees.

4.3 INSURANCE

The Lessee shall, at its costs, from 31.12.2014 insure and keep insured the Composite Villa in the name of the Lessees 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

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Lessor in a sum equal to full insurable value thereof from time to time throughout the term and to make all necessary documents for the same.

4.4 INDEMNITY

4.4.1 Each Party shall indemnify and hold harmless to the fullest extent by law, the other Party, its affiliates and their directors, partners, officers, employees, shareholders, and agents, (collectively "Indemnities") from any and all losses, expenses and all other costs, incurred in connection with any claim, demand, investigation, or formal or informal inquiry (regardless of whether the same is reduced to judgment), which arises directly or indirectly from, as a result of, or in connection with this Deed including, but not limited to, claims arising out of the inaccuracy of any representation made by any Party, as contained in this Deed, or breach of covenants, agreement contained herein, or out of the non-compliance of the Laws and regardless of whether the same resulted from any strict or vicarious liability imposed by law on the Indemnities.

4.4.2 The privileges, concessions and benefits pertaining or incidental to occupation of the Composite Villa by the Lessee, will be as decided by the Lessor from time to time. The right of the Lessees shall be restricted only to the said Plot and Composite Villa and the Lessees shall have lawful access to the same from the designated main entrance gate of Aamby Valley City. By virtue of these presents, the Lessees 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 City. Further, by virtue

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of citizenship of Aamby Valley, the Lessees 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 of the Agreement to Lease subject to such rules and regulations which shall be framed by the Lessor or such clubs, from time to time.

- 4.4.3 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 Lessees shall be bound to extend requisite co-operation to the Lessor, its agents, officers and/or contractors to enable the Lessor to carry out any such work.

4.5 RIGHT OF RE-ENTRY

If the annual lease rent payable in the manner hereinbefore mentioned shall be in arrears for the space of three months after the same shall have become due and payable as aforesaid whether the same shall or shall not be legally demanded or if any of the covenants and stipulations herein contained and on the part of the Lessees to be observed and performed shall not be so observed and performed by the Lessees or any person claiming under it, shall be lawful for the Lessor or any person

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claiming under him or any Person or persons duly authorized by him in that behalf at any time hereafter to enter into and upon the said Plot and the Villa or any part or parts thereof and to have, possess and enjoy the same and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any breach of any of the covenants by the Lessees herein contained, PROVIDED ALWAYS that no re-entry shall be made under the foregoing power for breach of the covenants and stipulations herein contained and on the part of the Lessees to be observed and performed unless and until the Lessor shall have given to the Lessees a notice in writing specifying the covenants and conditions or stipulations which require to be complied with or carried out and the Lessees shall have failed to comply with or carry out the same within one month from the date of the receipt of such notice.

5. TERMINATION

- 5.1 In the event of the Lessees 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 Deed by giving 60 (sixty) days notice to the Lessees. Provided however, prior to such termination, the Lessor should have given notice in writing to the Lessees intimating the Lessees of the breach and the Lessees intimating the Lessees of the breach and the Lessees has failed to remedy the same within 30 days of receipt of the said notice.

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5.2 Upon termination of this Deed, the lease granted to the Lessees hereunder shall forthwith stand determined and the Lessees shall immediately vacate the said Plot and the Villa and hand over the vacant and peaceful possession of the same to the Lessor. If the Lessees fail to so handover peaceful possession to the Lessor, the Lessor shall be entitled to obtain forceful possession of the said Plot and the Villa from the Lessees without incurring any liability in this regard.

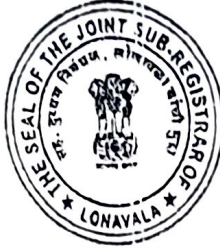
5.3 Every dispute, differences or question which may at any time arise between the Parties hereto or any persons claiming under them, touching or arising out of or in respect of these presents and/or any other document or documents that may be executed pursuant thereto by and between the Parties hereto shall be referred to the sole arbitrator appointed by the Lessor alone in accordance with the Arbitration and Conciliation Act, 1996. Any such Arbitrator shall have summary powers and the arbitration proceedings shall be held at Mumbai.

6. MISCELLANEOUS

6.1 Stamp Duty and Registration Charges

Stamp Duty for the Lease of the demised premises referred to herein has been already paid. In the circumstances, Stamp Duty and Registration Charges payable on this Deed of Lease shall be borne and paid by the Lessee 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

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document executed between the Lessees and any assignee/transferee or any licensee of the Lessees shall be borne and paid by the Lessees/such assignee/transferee or licensee and the Lessor shall not be obliged to contribute to or make payment of the same.

6.2 Waiver

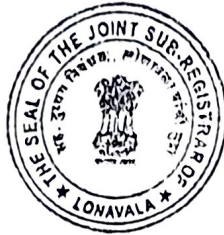
No waiver of any term, condition or provision of this Deed shall be effective unless made in writing and no waiver of any particular terms; conditions or provision shall be deemed to be waiver of any other term, condition or provision.

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 of land total admeasuring 2091.00 sq. mtrs or 0.2091 Hectares bearing Survey / Gat No 122/2, Village Deoghar, 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 sanctioned by the Office of the Collector, District Pune vide order bearing No.PM/J/NA/SR/27/2003 dated 3.2.2007 in respect of lands admeasuring in the aggregate Hectares 2261= 24 Ares situate in Villages Ambavane, Visakhar, Peth Shahajpur, Kolvali, Nandgoan, Deogar, Porngoon and Kumbheri all situate, lying and being in Taluka Mulshi and which said plot of land contains Plinth No. 345.

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SIGNED & DELIVERED by the)

with in named Lessor)

AAMBY VA .LEY LIMITED by the hand)

Of Sri Krist na Kumar)

duly Authorized in that behalf)

In the presence of:)



Kristna



1. Krishna S. Kerk:- *Kerk*

2. Parsuram Subedar. *Parsuram*

SIGNED & DELIVERED by the)

with in named Lessees:)

CENTURY AWASAN PVT LTD by the hand)

Of Mr. Sunit Kumar Surana)

duly Authorized in that behalf)

In the presence of)



Surana



1. Krishna S. Kerk:- *Kerk*

2. Parsuram Subedar. *Parsuram*

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RECEIPT

Received before execution of these)
Presents of and from the within named)
Lessee a sum of Rupees Two Crore Fifty)
Seven Lakhs Ninety Thousand Eight)
Hundred And Five Only being the agreed)
Consideration amount within expressed to)
have been paid by It to us.)

Rs.2,57,90,805/-

WE SAY RECEIVED

R. S. S.

LESSOR