

Rs 6,86,800/-

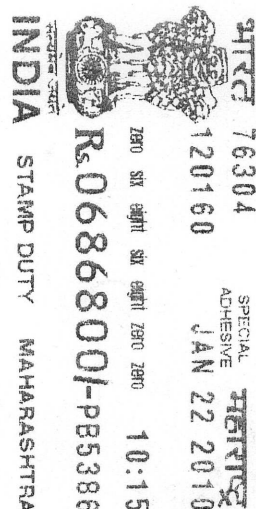
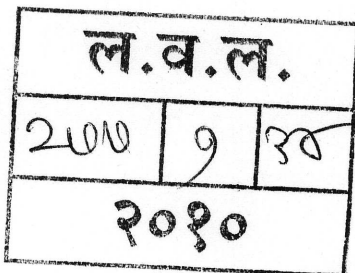
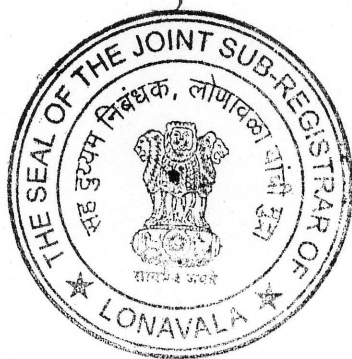
Customer Copy			
Deposit Slip, New Marine Lines, Mumbai Date : <u>22-10-10</u>			
Pay to : AXIS BANK LTD. A/c Stamp Duty			
Franks Value	Rs.	6,86,800	
Service Charges	Rs.	10	
Total	Rs.	6,86,810	
Name of Stamp duty paying party : <u>Acmbe Valley Ltd</u>			
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;">           DD / Cheque No. _____            Drawn on Bank _____         </div>			
(For Bank's Use only)			
Tran ID		Franks Sr. No.	
Officer		_____	

**AXIS BANK LTD., NEW MARINE LINES FRANKING DEPOSIT SLIP**

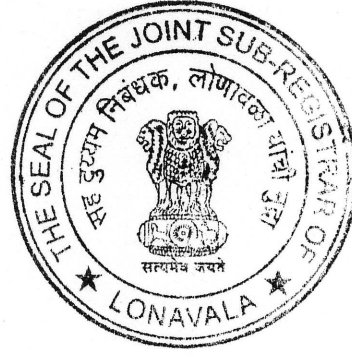
### AGREEMENT TO ASSIGN

ARTICLES OF ASSIGNMENT made at Mumbai This 22<sup>nd</sup> day of Jan in the Christian Year Two Thousand and Ten between, **M/s Jain Steel & Power Limited Company** registered under the provisions of the Companies Act, 1956, having its registered office 39, Shakespeare Salani, Premlata, 5<sup>th</sup> Floor, Kolkata 700 017, by the hands of its Director <sup>Authorized Signatory</sup> Mr. Pawan K. Sharma, duly authorized in that behalf hereinafter referred to as "**THE ASSIGNOR**" (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 First Part

AND



D-507/F/C.R. 1044/02/05/57-70/2008  
 Mr. Pawan K. Sharma  
 Court Chambers  
 35, Sir Vithaldas Thackersey Marg,  
 New Marine Lines,  
 Mumbai-400 020.



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**AAMBY VALLEY LIMITED.**, a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 5<sup>th</sup> 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

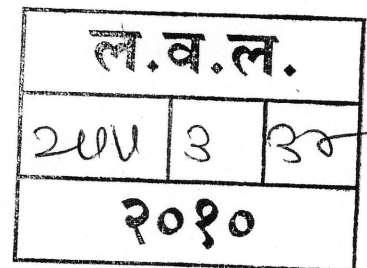
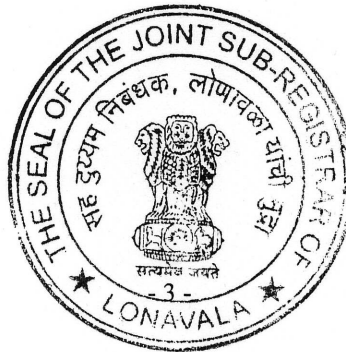
**Century Awasan (P) Ltd** Company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 39, Shakespeare Sarani, Premlata, Kolkota - 700017, by the hand of one of its Authorized Signatory, **Shri. Sumit Kumar Surana**, duly authorized in that behalf, 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 7<sup>th</sup> 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

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.



D. By Clause 16 (i) of the said agreement it was interalia provided as follows: -

" Not to assign the demised plot for the whole of the term hereby granted without the previous consent in writing of the Lessor its successors-in-interest and permitted assigns , which consent shall not be unreasonably withheld" **AND**

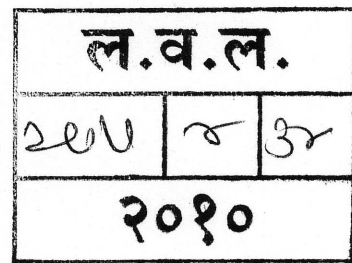
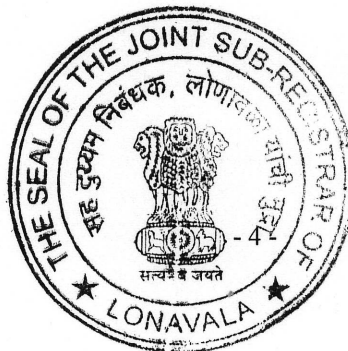
E. The assignor after obtaining the consent from the Confirming party the Lessor hereof , and the Confirming Party has agreed with the assignee for an assignment of the said property for the remaining term in perpetuity subject to the performance and observance of the covenants and stipulations therein contained and on the part of the Lessee to be observed and performed and which henceforth on the part of the Assignee ought to be observed and performed and/or in consideration to be paid to the Assignor and to the Confirming party.

F. The Lessee has requested the Lessor of her intention to assign the said property to the Assignee herein and the Lessor has agreed to do so in the manner appearing herein.

**AND WHEREAS** 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;

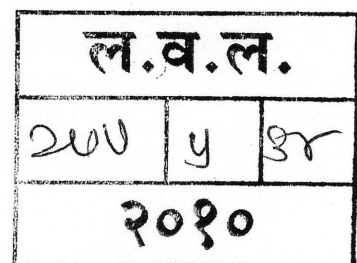
NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

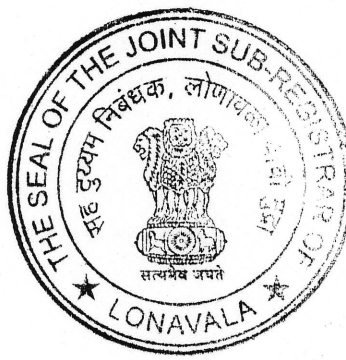
1. The agreed consideration amount for Lease of the said Plot i.e. **Rs. 1,17,50,000/- (Rupees One Crore Seventeen Lakh Fifty Thousand Only)** shall be paid by the Assignee to the Assignor and Confirming Party in manner following, that is to say :-





- (a) Rupees 11,75,000/- ( Eleven Lakh Seventy Five Thousand Only) before execution of these presents – the payment and receipt whereof the Lessor hereby admits and acknowledges.
- (b) 12 EMIs of Rs 4,40,625/- each total amounting to Rs 52,87,500/- (Rupees Fifty Two Lakh Eighty Seven Thousand Five Hundred Only) has been paid by the Lessee to the Lessor the payment and receipt whereof the Lessor hereby admits and acknowledges.
- (c) 12 EMIs of Rs 4,40,625/- each total amounting to Rs 52,87,500/- (Rupees Fifty Two Lakh Eighty Seven Thousand Five Hundred Only) has been paid by the Lessee to the Lessor the payment and receipt whereof the Lessor hereby admits and acknowledges.
2. The agreed consideration amount for Lease of the said Villa i.e. "**Rs 1,37,50,000/- (Rupees One Crore Thirty Seven Lakh Fifty Thousand Only)**" shall be paid by the Lessee to the Lessor in the manner following, that is to say:-
- (a) Rs 13,75,000/- (Rupees Thirteen Lakh Seventy Five Thousand Only) before execution of these presents – the payment and receipt whereof the Lessor hereby admits and acknowledges.
- (b) Rs. 18.56,250/- (Rupees Eighty Lakh Fifty Six Thousand Two Hundred and Fifty Only) to be paid before commencement of Design of Villa (Architectural, Structural, Services, Landscape designs and Geo Technical Investigations) the payment and receipt whereof the Lessor hereby admits and acknowledges



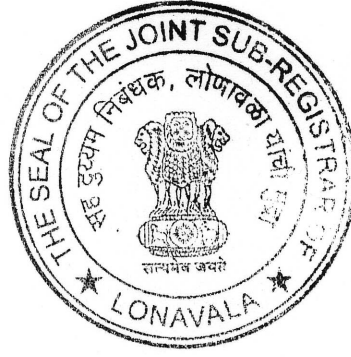


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- (c) Rs. 12,37,500/- (Rupees Twelve Lakh Thirty Seven Thousand Five Hundred Only) Plinth of Villa to be paid before commencement of on site mobilization for construction and Construction work up to Plinth. the payment and receipt whereof the Lessor hereby admits and acknowledges
- (d) Rs 37,12,500/- (Rupees Thirty Seven Lakh Twelve Thousand Five Hundred Only) to be paid before commencement of Super Structure i.e. RCC work / masonry work/ plaster works/ water proofing/doors and windows sub frames. the payment and receipt whereof the Lessor hereby admits and acknowledges
- (e) Rs 37,12,500/- (Rupees Thirty Seven Lakh Twelve Thousand Five Hundred Only) before commencement of Interiors i.e. POP/ false ceiling Hand railing Flooring / dado/ under wash basin/ Doors and Windows/ Conducting and cabling services, plumbing lines. the payment and receipt whereof the Lessor hereby admits and acknowledges.
- (f) Rs. 12,37,500/- (Rupees Twelve Lakh Thirty Seven Thousand Five Hundred Only) to be paid before commencement of Painting, Fittings and Fixtures i.e. Internal and External painting/ Plumbing and Sanitary fixtures/ Shower Cubical/ Jacuzzi/ Bathtub/ Shower Panel/HVAC/Electrical Fixtures, fire extinguisher.
- (g) Rs. 6,18,750/- (Rupees Six Lakh Eighteen Thousand Seven and Fifty Only) to be paid before commencement of External Development i.e. Service Connections/external plumbing/ Hardscape/landscape/Irrigation System.

**AND THE ASSIGNOR COVENANTS WITH THE ASSIGNEE AS FOLLOWS:**

- a. The said Agreement for Lease is now a valid and subsisting Agreement of the said property hearing before expressed to be hereby assigned and is now void or voidable.

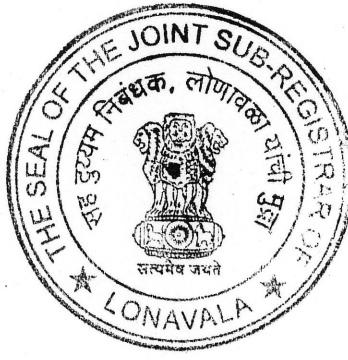


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- b. The installments payable towards consideration and the covenants by the Assignor and the consideration contained in the said Agreement of Lease have been paid till the date of the assignment, and observed and performed up to the date of these presents;
- c. That the Assignor now has in himself good right and absolute power to Assign the said Property un to the Assignee for the term and in the manner aforesaid.
- d. That it shall be lawful for the Assignee from time to time and at all times here after during the said term to peaceably and quietly hold, possess and enjoy the said property hereby assigned or expressed so to be with the appurtenances on and subject to said agreement and receive the rents and profits thereof for his own use and benefit without any eviction interruption, claim or demand whatsoever from or by the Assignor or from or by any other person or persons lawfully or equitably claiming by, from, under or interest for them.
- e. That the said property are free and clear and freely, clearly and absolutely acquitted, exonerated, released and for ever discharged or otherwise by the assignor well and sufficiently saved, defended, kept harmless and indemnified of from and against all estates, charges and encumbrances whatever made executed occasioned or suffered by the Assignor or by any other person or persons having or lawfully claiming by from under or interest for the Assignee.

**AND the Assignee** doth hereby covenants with the Assignor that the Assignee will henceforth during the said term pay the rents reserved by and perform all the covenants by the Lessee and the conditions contained in the said agreement of lease and keep indemnified the Assignor and his estate and effects from and against the payment of the said rent and the observance and performance of the said covenants and all actions, proceedings, costs, damages, claims, demands and liabilities whatsoever for or on account of the same or anywise relating thereto.

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



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**THE FIRST SCHEDULE ABOVE REFERRED TO**

All that piece and parcel of land or ground portion admeasuring 2091 sq. mtrs or 0.2091 Hectares out of the said land 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 Proposed 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 Proposed **Plinth No. 345** (as per such Proposed layout) and the said portion is delineated in Red Ink and colored Yellow on the copy of the plan annexed hereto as **Annexure "A"**.

**SIGNED & DELIVERED** by the )

Within named **Assignor** )

**Jain Steel & Power Limited** )

by the hand of )

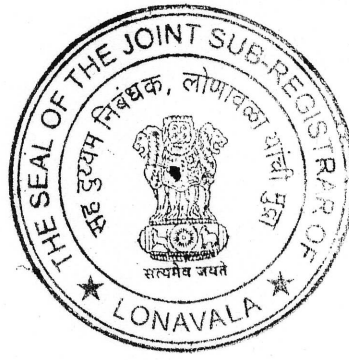
**Mr. Pawan K. Sharma** )

duly Authorized in that behalf in the )

presence of: )

1. Tushar Mahale ( Andheri, Mumbai)

2. Diviyan Mistry (Andheri, Mumbai)



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**SIGNED & DELIVERED** by the )  
Within named **Confirming Party** )  
**Aamby Valley Limited** by the hand )  
of **Shri. Girish Bhopnikar** )  
duly Authorized in that behalf in the )  
presence of: )

1. Tushar Mahale ( Andheri, Mumbai)

*Assach...*

2. Diviyan Mistry (Andheri, Mumbai)

*Olir*

**SIGNED & DELIVERED** by the )  
Within named **Assignee** )  
**Century Awasan Pvt Ltd** )  
**Mr. Sumit Kumar Surana** )  
Authorized in that behalf in the )  
Presence of: )

1. Tushar Mahale ( Andheri, Mumbai)

*Assach...*

2. Diviyan Mistry (Andheri, Mumbai)

*Olir*

Received before execution of these )  
Presents of and from the within named )  
Assignee a sum of Rupees Two Crore )  
Twenty Nine Lakh Ninety Three Thousand )  
Seven Hundred and Fifty Only being part )  
of the agreed consideration amount )  
within expressed to have been paid by )  
it to us )

Rs. 2,29,93,750/-

**WE SAY RECEIVED**

*[Signature]*

**ASSIGNOR**



ANNEXURE "A"	PAGE NO. 1 of 4	DIST: PUNE TAL: MULSHI VILLAGE:- DEOGHAR GUT NO:-47,51,52,78,79,80, 81,82,83,91,93,94, 98,99,102,106,107, 108,109,110,111,112 113,114,115,116,117, 118,119,123
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END OF DIST

TAL:-MAULSHI

VILLAGE:- DEOGHAR

GUT NO:-47,51,52,78,79,80,

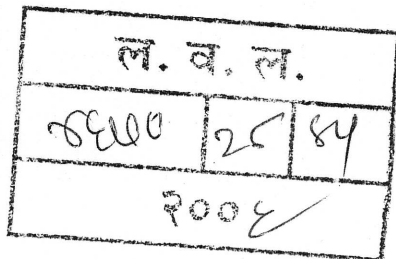
81,82,83,91,93,94,

98,99,102,106,107.

108,109,110,111,112

113, 114, 115, 116, 117

118, 119, 123



(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

Title:

1/2 ACRE NORTHLAKE VILLAGES

