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BNG (U) BGR 1... 4.65.3...2015-16

THIS DEED OF SALE executed on the EIGHTH day of OCTOBER Two Thousand Fifteen (08.10.2015):

BY

M/S. AVASARALA TECHNOLOGIES LTD.,

(Formerly known as Avasarala Automation Private

Limited).

A Company registered under the Companies Act 1956, having its registered office at No.47, 36th Main Road, BTM 1st Stage, Dollar Scheme, Bangalore - 560068, represented by its Managing Director Mr. T.T.Mani.

(hereinafter referred to as the "VENDOR", which term shall, wherever the context so requires or admits, mean and include, its successors-in-title and assigns),

IN FAVOUR OF

M/S. SILVERSTREAM DEVELOPERS PVT LTD.,

A Company incorporated under the Companies Act 1956, having registered office at No.500, Embassy Crown, No.24, Aga Abbas Ali Road, Bangalore - 560 048, represented by its Authorized Signatory Ms.Ramya

Shetty.

(hereinafter referred to the "PURCHASER", which expression shall, wherever the context so requires or admits mean and include its successors-in-title and

assigns).

WITNESSES AS FOLLOWS:

WHEREAS all that piece and parcel of agricultural land bearing Survey No.14, situated at Raghuvanahalli Village, Uttarahalli Hobli, Bangalore South Taluk, in all measuring about 8 Acres 23 Guntas, which is hereinafter referred to as the "LARGER PROPERTY", originally belonged to one M.Ramaswamy son of M.N.Krishna Rao, he having acquired the same under a Deed of Sale dated 11.07.1942 (registered as Document No.150/42-43 in Book - I, Volume 591, at Pages 197 to 200, in the office of the Sub-Registrar, Bangalore Taluk), from D.V.Gundappa son of Venkataramanaiah;

For Avasarala Technologies Ltd.,

Authorised Signatory

For Silverstream Developers Private Limited

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ಬೇಗೂರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 08-10-2015 ರಂದು 12:26:11 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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2	M/s.Avasarala Technologies Ltd (Formerly known as Avasarala Automation Private Limited) Rep by its Managing Director T.T.Mani.			, air

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು ಬೇಗೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ.

- II. WHEREAS M.Ramaswamy son of M.N.Krishna Rao, by a Deed of Sale dated 27.08.1966 (registered as Document No.2883/66-67 in Book I, Volume 608, at Pages 113 to 115, in the office of the Sub-registrar, Bangalore South Taluk), sold the portion of Larger Property measuring 2 Acres 8 Guntas in favour of Hanumaiah son of Muniyappa;
- III. WHEREAS M.Ramaswamy son of M.N.Krishna Rao by another Deed of Sale dated 27.08.1966 (registered as Document No.2882/66-67 in Book I, Volume 605, at Pages 143 to 144, in the office of the Sub-registrar, Bangalore South Taluk), sold the remaining portion of Larger Property measuring 6 Acres 15 Guntas in favour of Munivenkatappa son of late Kempanna;
- IV. WHEREAS Munivenkatappa son of Kempanna and Hanumaiah son of Muniyappa together by a Deed of Sale dated 01.09.1966 (registered as Document No.2884/66-67 in Book I, Volume 607 at Pages 105 to 108, in the office of the Sub-Registrar, Bangalore South Taluk), conveyed the Larger Property to Nanjappa son of Munishamappa; and whereas the Larger Property formed a part and parcel of the joint family properties of Nanjappa and his brothers;
- V. WHEREAS Nanjappa son of late Munishamappa and his brothers, Muniyappa, Chowdappa, Marappa, Byanna and Alumelamma wife of late Byrappa (brother of Nanjappa), entered in to an oral partition (jubane parikath), wherein, Muniyappa, Chowdappa, Marappa, Byanna and Alumelamma wife of late Byrappa, were allotted 1 Acre 17 Guntas each in the Larger Property and Byanna was allotted with the remaining 1 Acre 18 Guntas in the Larger Property;
- VI. WHEREAS (a) Nanjappa son of late Munishamappa joined by his wife Nanjamma and children, N.Venkataramu, N.Srinivasamurthy, N.Puttaswarny, N.Rajappa, N.Muniraju, Yashoda and (b) M.Muniyappa son of late Munishamappa joined by his wife, Lakshmamma and children B.M.Nagaraj, V.M. Chandrashekar, V.M.Srinivasamurthy, M.Rathna and (c) Chowdappa (for self and as father and natural guardian of his minor children, C.Ramakrishna, Umapathy, Sujatha), son of late Munishamappa joined by his wife Gowramma and children C.Prakash,

For Avasarala Technologies Ltd.,

For Silverstream Developers Private Limited

BNG (U) BGR /....4. G.S. 3... 2015-16

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I hereby certify that on production of the original document. I have satisfied myself that the stamp duty of Rs. 20000/- has been paid thereon. Document No. BGR1-12442/2015-16, Dt- 16/07/2015



Designed and Developed by C-DAC, ACTS, Pune

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು ಬೇಗೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ.

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C.Somashekar and (d) Alumelamma wife of late Byrappa and Vanajakshi, daughter of late Byrappa and (e) Marappa (for self and as father and natural guardian of his minor children M.Kanaka, M.Kalavathy), son of late Munishamappa, joined by his wife Jayamma and son M.Ramesh and (f) B.M.Byanna (for self and as father and natural guardian of his minor children B.Chandrika, B.Padmanabh), son of late Munishamappa, joined by his wife Kamalamma by a Deed of Sale dated 11.10.1982 (registered as Document No.6487/1982-83 in Book – I, Volume 1920 at Pages 199 to 206, in the office of the Sub-Registrar, Bangalore South Taluk), sold the portion of the Larger Property measuring 2 Acres 28 Guntas in favour of K.K.Chandrappa (HUF) son of Kare Hanumappa;

VII. WHEREAS K.K.Chandrappa (HUF), thus became the owner of all that portion of Survey No.14, situated at Raghuvanahalli Village, Uttarahalli Hobli, Bangalore South Taluk, measuring about 2 Acres 28 Guntas, which is hereinafter referred to as "Portion of Survey No.14", and whereas the khatha with regard to Portion of Survey No.14 stood transferred in the name of K.K.Chandrappa (HUF) vide Mutation Register Extract bearing M.R.No.1/1983-84;

VIII. WHEREAS on survey being conducted and phoddi being effected of Survey No.14 by the Survey Department as on dated 12.07.1983, the land measuring 8 Acres 23 Guntas (inclusive of 18 Guntas of kharab) in Survey No.14 has been divided in to two portions. On such phoddi, northern portion of Survey No.14 measuring 2 Acres 31 Guntas (inclusive of 3 Guntas of kharab), held by K.K.Chandrappa, has been assigned with Survey No.14/2 (hereinafter referred to as "Survey No.14/2") and the remaining southern portion of Survey No.14 measuring 5 Acres 32 Guntas has been assigned with Survey No.14/1;

IX. WHEREAS K.K.Chandrappa son of late Kare Hanumaiah agreed to sell the Portion of Survey No.14 (i.e., Survey No.14/2) to M/s Avasarala Automation Private Limited under an Agreement dated 25.12.1987 (registered as Document No.8294/87-88 in Book –I, Volume 2660 at Pages 233 to 245, in the office of the Sub-Registrar, Bangalore South Taluk) read with Supplemental Agreement dated 04.08.1988 (registered as Document No.5601/88-89 in Book – I, Volume 2860 at

For Silverstream Developers Private Limited

Authorised Signatory

For Avasarala Technologies Ltd.,





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ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀಮತಿ M/s.Silverstream Developers Pvt Ltd Rep by its Authorized Signatory Ramya Shetty , ಇವರು 27644040.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

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ದಿನಾಂಕ : 08/10/2015

ಉಪ-ನೋಂದಣೆ ನತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ ಹಿರಿಯ ಉಪನೋಂದಣಾನ ವಾರಿಗಳು ಬೇಗೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ.

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Page 54, in the office of the Sub-Registrar, Bangalore South Taluk); and whereas K.K.Chandrappa by a Power of Attorney dated 29.12.1987 (registered as Document No.271/87-88 in Book – IV, Volume 15, at Pages 29 to 31, in the office of the Sub-Registrar, Bangalore South Taluk), appointed and authorized A.Mangapathi Rao, the Managing Director of M/s Avasarala Automation Private Limited, as his Attorney Holder interalia to act on his behalf and to apply and obtain conversion of the Portion of Survey No.14;

- X. WHEREAS on an application made by M/s. Avasarala Automation Private Limited on behalf of K.K.Chandrappa, for the conversion of Survey No.14/2, the Special Deputy Commissioner, Bangalore District, Bangalore, on the receipt of the requisite conversion fines, by way of an Official Memorandum bearing No.B.DIS.ALN.SR. (S).280/88-89 dated 28.03.1989, converted the land bearing Survey No.14/2 situated at Raghuvanahalli Village, Uttarahalli Hobli, Bangalore South Taluk, measuring about 2 Acres 28 Guntas, to non-agricultural industrial purposes, which is hereinafter referred to as the "SAID PROPERTY";
- XI. WHEREAS pursuant to the conversion of the Said Property, K.K.Chandrappa son of late Karehanumaiah joined by all members of his HUF, comprising of his minor sons namely K.C.Kiran, K.C.Tarun, being represented by their father, K.K.Chandrappa and his wife S.U.Sharada Devi by a Deed of Sale dated 24.06.1991 (registered as Document No.1658/91-92 in Book I, Volume 312, at Pages 117 to 129, in the office of the Sub-Registrar, Kengeri), conveyed the Said Property in favour of M/s Avasarala Automation Private Limited;
- XII. WHEREAS the High Court of Karnataka, Bangalore, vide its Order dated 11.08.2005, sanctioned the scheme of amalgamation in Company Petitions No.80 and 74 to 79 of 2005, wherein Avasarala Engineering Technologies Private Limited, Elbeam Devices Limited, Avasarala Investments Private Limited, Avasarala Tungsten Limited, Avasarala Nippon GT Limited and A.V.Ulco Healthcare Private Limited, being Transferor Companies stood dissolved and amalgamated with M/s Avasarala Automation Private Limited, the Transferee Company; and whereas M/s Avasarala Automation Private Limited pursuant thereto, underwent a change of

For Avasarala Technologies Ltd

Authorised Signatory

For Silverstream Developers Private Limited



For Avasarala Technologies Ltc

Authorised Signatory

name from Avasarala Automation Private Limited to Avasarala Technologies Limited with effect from 27.09.2005;

WHEREAS the Said Property having come under the jurisdiction of the XIII. Bruhat Bangalore Mahanagara Palike, has been assessed to tax and has been assigned with Bruhat Bangalore Mahanagara Palike Khata No.163/14/2, Ward No.198, Kengeri Sub-Division, Raghuvanahalli, Bangalore and whereas M/s. Avasarala Technologies Limited has been registered as khatedar of the same in the records of the Bruahat Bangalore Mahanagara Palike;

WHEREAS M/s Avasarala Technologies Limited (formerly known as M/s XIV. Avasarala Automation Private Limited), the Vendor herein in the aforesaid manner became the absolute owner of all that Property bearing Khata No.163/14/2, Ward No.198, Kengeri Sub-Division, Raghuvanahalli (earlier being a Industrially converted land bearing Survey No.14/2, situated at Raghuvanahalli Village, Uttarahalli Hobli, Bangalore South Taluk), measuring about 117612 square feet, which is more fully set out in the Schedule hereto and hereinafter referred to as the "SCHEDULE PROPERTY":

WHEREAS M/s. Avasarala Technologies Limited by a Memorandum of Entry XV. dated 29.04.2005 (registered as Document No.916/2015-16 in Book - I, C.D.No.706, in the office of the Sub-Registrar, Bommanahalli), deposited the original title deeds with the State Bank of India, Industrial Finance Branch, to secure the loan availed by them; and whereas the aforesaid Mortgage has been discharged by the Vendor and the State Bank of India, Industrial Finance Branch has under a Re-conveyance Deed dated 08.10.2015 (registered as Document No. 4651 /2015-16 in Book - I, C.D.No. BGRD269, in the Office of the Sub-Registrar, Begur, Bangalore), confirmed the discharge of the Mortgage;

> WHEREAS the Vendor being desirous of disposing off the Schedule XVI. Property, has offered to sell the same to the Purchaser herein, and based on the representations, assurance and warranties of the Vendor herein which is set forth in this Deed of Sale, the Purchaser has agreed to purchase the Schedule Property for

> > For Silverstream Developers Private Limited

For Silverstream Developers Private Limited

For Avasarala Technologies Ltd

a total Sale Consideration of Rs.42,00,00,000/- (Rupees Forty Two Crores Only) and whereas the Purchaser has paid an advance of Rs.10,10,10,101/- (Rupees Ten Crores Ten Lakhs Ten Thousand and one Hundred and One Rupee Only), under the said Agreement of Sale, and whereas the Purchaser has now come forward to pay the balance sale consideration to the Vendor herein as set out herein below and the Purchaser has called upon the Vendor to execute this Deed of Sale;

XVII. NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

That in pursuance of the foregoing and in consideration of Rs.42,00,00,000/(Rupees Forty Two Crores Only), paid by the Purchaser to the Vendor in the following manner:-

(a) Rs.10,00,00,000/- (Rupees Ten Crores Only) paid under an Agreeme Sale to Vendor vide Demand Draft bearing No.107 dated 15.07.2015, drawn on Axis Bank, Indiran Branch, Bangalore;

- (Bupees Ten Lakhs Ten Thousand One Hundred and One Only) being 1% of TDS on Rs.10,00,00,000/being deposited to the account of the Vendor under Section 194-IA and the TDS certificate being issued to the Vendor by the Purchaser;
- (c) Rs.31,58,00,000/(Rupees Thirty One Crores Fifty Eight Lakhs Only), paid by the Purchaser to Vendor vide Demand Draft bearing No.316769, dated 07.10.2015, issued by the State Bank of India, IF Branch, Bangalore, at the time of registration of this Deed of Sale;
- (d) Rs.31,89,899/
 (Rupees Thirty One Lakhs Eighty Nine Thousand Eight Hundred and Ninety Nine Only), being 1% of TDS on Rs.31,58,00,000/- being deposited to the account of the Vendor under Section 194-IA and the TDS certificate being issued to the Vendor by the Purchaser;

the receipt of which, the Vendor hereby accepts and acknowledges in full and final settlement and satisfaction of the entire sale price, the Vendor hereby grants, transfers and conveys UNTO the Purchaser, BY WAY OF SALE, all that property presently bearing BBMP Khata No.163/14/2, Ward No.198, Kengeri Sub-Division, Raghuvanahalli, Bangalore (earlier being Industrially converted land bearing Survey

For Avasarala Technologies Ltd.,

For Silverstream Developers Private Limited

Authorised Signatory

BNG (U) BGR /..... LL. 65.3. 2015-16

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No.14/2, Raghuvanahalli Village, Uttarahalli Hobli, Bangalore South Taluk), measuring about 117612 square feet or 2 Acres 28 Guntas, which is morefully set out in the Schedule hereto and hereinafter referred to as the "SCHEDULE PROEPRTY", or "PROPERTY HEREBY CONVEYED" with the land, trees, plants, water courses, fences and all rights, easements and privileges appurtenant thereto, TO HAVE AND TO HOLD the same, to the Purchaser, as absolute owner;

2) The Vendor has this day delivered the full, free, vacant and possession of the Schedule Property to the Purchaser;

XVIII. THE VENDOR ASSURES, REPRESENTS, WARRANTS AND COVENANTS WITH THE PURCHASER AS FOLLOWS:

- 1) That the Purchaser shall be entitled to enter upon, hold, possess and enjoy the Schedule Property hereby conveyed and receive the income and profits there from, as absolute owner, without any interference or disturbance by the Vendor or their predecessors-in-title or any one claiming through or under them or any person claiming any legal title thereto;
- 2) That the title of the Vendor to the Property hereby conveyed is good, marketable and subsisting and that they have the power to convey the same and that there is no impediment for this sale under any law, order, decree or contract;
- 3) That the Vendor is the sole and absolute owner of the Schedule Property with uninhibited rights of alienation over the same;
- 4) That the Vendor has acquired rights to the Schedule Property in the manner stated in the recital to this Deed of Sale;
- 5) That there are no impediments legal or otherwise for the Vendor to transfer of the Schedule Property to the Purchaser;
- 6) That no other person has any right, title, interest or claim over the Schedule Property or any part thereof except the Vendor;

For Avasarala Technologies Ltd.,

Authorised Signatory

For Silverstream Developers Private Limited

- 7) That there are no litigations or suits or suits filed / pending before any court, authority or forum, judicial, quasi-judicial, statutory or otherwise, which affects the rights of the Vendor to transfer the Schedule Property to the Purchaser;
- 8) That the Vendor has not entered into any arrangement or agreement to sell, mortgage or otherwise transfer the Schedule Property or any portion thereof to any third party other than the Purchaser herein;
- 9) That the Schedule Property is free from all encumbrances, attachments, claims, liens, charges, clogs, hindrances, mortgage, minor claims, lease, court or other attachments, etc., and other charges of any nature whatsoever with regards to the Schedule Property;
- 10) That the Schedule Property or any part thereof has not been attached by the Tax Department for arrears for any tax dues under the Income Tax Act, 1961, Wealth Tax or any other state or central taxing statutes;
- 11) That the Vendor will be responsible for payment of rates, taxes, cesses in respect of the Schedule Property up to the date of sale;
- 12) That there are no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act, 1961;
- 13) That the Schedule Property is not a land in respect of which there is a prohibition regarding sale and that there is no bar or prohibition to acquire, hold or to sell the Schedule Property;
- That the Schedule Property has been converted from agricultural to non-agricultural Industrial use vide Official Memorandum bearing No.B.DIS.ALN.SR. (S).280/88-89 dated 28.03.1989 and since then the Schedule Property is being used for non-agricultural purposes;
- 15) That the Board of Directors of the Vendor Company vide their Resolution dated 10.02.2015 have authorized Mr.T.T.Mani, the Managing Director or Mr.S. Ravi Kumar, Executive Director, of the Vendor Company to negotiate, finalize, sign and execute Sale Deed in favour of the prospective purchaser;

For Avasarala Technologies Ltd.,

For Silverstream Developers Private Limited

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- 16) That the Vendor has this day delivered the available original documents of title relating to the Schedule Property to the Purchaser;
- 17) That the Vendor shall whenever so required by the Purchaser, do and execute all such acts, deeds and things for more fully and perfectly assuring the title of the Purchaser to the property hereby conveyed;
- 18) That the Vendor shall keep the Purchaser fully indemnified and harmless at all times, against any action or proceedings, loss or liability, cost or claim that may arise against the Purchaser or the Schedule Property hereby conveyed, by reason of any defect in or want of title on the part of the Vendor or their predecessors-in-title and against any consequential disturbance or interference to the peaceful possession and quiet enjoyment of the Schedule Property by the Purchaser;

XIX. PERMANENT ACCOUNT NUMBER

The Permanent Account Number of the Vendor and the Purchaser are as follows:-

a) Vendor

AABCA 2381E

b) Purchaser

AAVCS 5060J

SCHEDULE

All that property presently bearing BBMP Khata No. 163/14/2, Ward No.198, Kengeri Sub-Division, Raghuvanahalli, Bangalore (earlier being a Industrially converted land bearing Survey No.14/2, situated Raghuvanahalli Village, Uttarahalli Hobli, Bangalore South Taluk), measuring in all about 117612 square feet or 2 Acres 28 Guntas and bounded as follows:-

ON THE EAST

Kanakapura Road;

WEST

Gubbalala Village Boundary;

NORTH

Land bearing Survey No.11;

SOUTH

Land bearing Survey No.14/1;

(Market value of the Property hereby conveyed is Rs.42, 00,00,000/-)

For Avasarala Technologies Ltd.,

Authorised Signatory

For Silverstream Developers Private Limited

Authorised Signator)

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IN WITNESS WHEREOF, the VENDOR has executed this DEED OF SALE in favour of the PURCHASER in the presence of the Witnesses attesting hereunder:

WITNESSES:

1)

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For Avasarala Technologies Ltd.,

HSR LAYOUT, BANGALOKE

For Silverstream Developers Private Limited

Authorised Signatory

PURCHASER

Drawn by:

Advocate Anup S Shah Law Firm No.34, 7th Cross, Vasanth Nagar, Cunningham Road, Bangalore - 560 052.

