

SALE DEED

BETWEEN

SMART VALUE HOMES (PEENYA PROJECT) PRIVATE LIMITED, PAN CARD NO. _____) a company incorporated under the Companies Act, 1956 and under the provisions of the Companies Act, 2013, having its Registered Office at Trade World, B Wing, 2nd Floor, Kamala Mills, Senapati Bapat Marg, Lower Parel (West) Mumbai 400 013 and its regional office South India at Office at Corniche Al-Latheef Ground Floor – A Wing, No-25, Cunningham Road, Bengaluru-560052, represented by its authorised signatory, _____ (**AADHAR NO. _____**), authorized vide board resolution/letter of authority/power of attorney dated _____ (hereinafter referred to as the **“Vendor”**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **FIRST PART;**

AND

TATA VALUE HOMES LIMITED [Formerly known as Smart Value Homes Limited], (PAN CARD NO. _____) a company incorporated under the Companies Act, 1956 and under the provisions of the Companies Act, 2013, having its registered office at Times Tower, 12th floor Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 0013 and its regional office South India at Office at Corniche Al-Latheef Ground Floor – A Wing, No-25, Cunningham Road, Bengaluru-560052, represented by its authorised signatory, _____ (**AADHAR NO. _____**), authorized vide board resolution/letter of authority/power of attorney dated _____ (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 and permitted assigns) of the **SECOND PART;**

AND

(FOR INDIVIDUALS)

Mr./Ms./Mrs. _____ (PAN CARD NO. _____) son/ daughter of
_____, aged about _____, residing at
_____ having (AADHAR NO.
_____)

OR

(FOR FIRMS)

M/s. _____ (PAN CARD NO. _____), a partnership/
proprietorship firm duly registered and having its principal place of business at

represented by its authorised Partner, _____ (AADHAR NO. _____), vide _____

OR

(FOR COMPANIES)

M/s. _____ (PAN CARD NO. _____) a Company duly
registered and incorporated under the Companies Act, 1956 or 2013 having its registered office
at _____ represented by
its authorised signatory, _____ (AADHAR NO. _____), vide board
resolution/letter of authority/power of attorney dated _____

JOINTLY WITH*

Mr./Ms./Mrs. _____ (PAN CARD NO. _____) son/ daughter of
_____, aged about _____, residing at
_____ (AADHAR NO. _____)
_____)

*(To be filled up, if the allotment is in the joint names)

(Strike out whatever is not applicable)

hereinafter jointly and severally referred to as the '**Vendee(s)**' (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/its heirs, executors, administrators, successors and legal representatives, permitted assignees) of the **THIRD PART.**

WHEREAS

- A.** The present development is on a piece and parcel of land situated at Seshagiriraopalya Village, Dasanapuram Village, Bangalore North Taluk, wherein historically, occupancy rights by an order of the Special Deputy Commissioner for Abolition of Inams, Bangalore under the provisions of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954.
- B.** One Mehmood Agha was the owner of all that piece and parcel of land bearing Old Survey No.2/4 and New Survey no. 3/3 measuring 4 Acre and Survey No.3/1 and New Survey 2/3 measuring 10 Acres 20 Guntas, situated at Seshagiriraopalya Village, Dasanapuram Village, Bangalore North Taluk, hereinafter referred to as the **Portion A Land.**
- C.** One Mehmood Agha was the owner of all that piece and parcel of land bearing earlier bearing Survey No.3/2, Survey No.4/1 and southern portion of Survey No.4/2, after re-survey is now bearing Re-Survey Nos.2/4 (measuring in all about 17 Guntas), Re-Survey No.3/2 (measuring 5 Acres 05 Guntas), Re-Survey No.4/2 (5 Acres 15 Guntas) Seshagiriraopalya Village, Dasanapuram Hobli, Nelamangala Taluk, hereinafter referred to as the **Portion B Land.** Mehmood Agha was also recognized as the Kathedar in the relevant revenue records.
- D.** On an application made by Mehmood Agha and on payment of necessary conversion fees, the Special Deputy Commissioner, Bangalore District, converted Portion A and Portion B measuring in all about 25 Acres 21 Guntas from agricultural and non-agricultural commercial (I.T. Block) purpose vide his Official Memorandum bearing No. A.L.N (N.D.H) S.R: 5/08-09 dated 04.08.2008 issued by the Office of the Special Deputy Commissioner, Bangalore District.

- E.** Mehmood Agha thus became the absolute owner of all that commercially converted land bearing Survey Nos.2/3, measuring in all about 7 Acres 28 guntas, Re-Survey No.3/3 measuring in all about 6 Acres 36 Guntas, Survey Nos.2/4, measuring in all about 17 Guntas, Re-Survey No.3/2 measuring 5 Acres 05 Guntas, Re-Survey No.4/2, measuring in all about 5 Acres 15 Guntas, collectively admeasuring 25 Acres 21 Guntas (approx.) equivalent to 103374 sq. mtrs. all situated at Seshagirapalya Village, Dasanapura Hobli, Bangalore North Taluk (earlier Nelamangala Taluk) and together hereinafter referred to as said **"Schedule I Property"**, more particularly described in the **First Schedule** hereinafter.
- F.** Mehmood Agha then entered into Agreement for Sale of the Schedule I Property with one Mr. Shahrooq Shah Sadiq Ali Khan and received the entire sale consideration of the same. Post the transfer, Mehmood Agha and Shahrooq Shah Sadiq Ali Khan constituted a partnership firm known as "AAG PROPERTIES" (hereinafter referred to as the said "Firm") under Partnership Deed dated 29 November, 2008 (registered as Document No.1853/2008-09 in Book I and stored in CD NO.MDLD20 in the office of the Sub Registrar, Madanayakanahalli, Bangalore), wherein Mehmood Agha and Shahrooq Shah Sadiq Ali Khan contributed the said Schedule I Property towards their share in the capital of the Firm. Pursuant thereto the Firm was reconstituted as a joint stock company incorporated under the Companies Act, 1956 under the name an style "M/s. AAG Properties India Private Limited" on 28 January, 2009 and the Registrar of Companies has issued a Certificate of Incorporation dated 28 January, 2009 and the same is reflected in the Revenue Records of Hoskur Grama Panchayati. The said Schedule I Property falls under the jurisdiction of the Hoskur Grama Panchayati and was registered as the Kathedar thereof in the records of the Hoskur Grama Panchayati.
- G.** Vide Sale Deed dated 4 February, 2011 registered under Serial No 2931 of 2010 executed between M/s. AAG Properties India Private Limited (as the Vendor therein), Tata Value Homes Pvt. Ltd. (as the Purchaser therein and the Confirming Party herein, formerly known as Smart Value Homes Limited) and Mehmood Agha and Shahrooq Shah Sadiq Ali Khan (in the capacity of Confirming Parties), the Confirming Party herein purchased the said

Schedule I Property situated at Sheshagiriraopalya Village, Dasanapura Hobli, Nelamangala Taluk, Bengaluru District, Karnataka bearing Survey No/s.2/3, 2/4, 3/2, 3/3 and 4/2.

H. The Confirming Party herein on 21 September, 2012, relinquished its rights in part of the said Schedule I Property,

- a. admeasuring 17486 sq. mtrs. towards parks and open Spaces for **Component A**;
- b. admeasuring 3126.7 sq. mtrs. towards road access under **Component A**;
- c. admeasuring 4012.8 sq. mtrs. towards road access under **Component B**

in favour of the Nelamangala Planning Authority, vide the Relinquishment Deed dated 21 September, 2012, registered as document No. DSP-1-05980-2012-13, in Book I, stored in C.D. No. DSPD129 in the Office of the Senior Sub Registrar, Dasanapura, Bengaluru. The relinquished areas collectively admeasures to about 24625.5 sq. mtrs. being part of the Schedule I Property and hereinafter referred to "**Relinquished Land**". The First Party is entitled to use the benefits accruing under the transfer of development on this Relinquished Land as per the scheme of development and approvals granted by the competent authorities.

I. The First Party has also allocated a Civic Amenities area of 4370 sq. mtrs. for **Component A** as required by the sanctioning authority ("**Civic Amenities Land**"). The Civic Amenity Land shall be handed over by the Confirming Party to Nelamangala Planning Authority as per the rules laid down by the authorities, vide the Revised Master Plan [RMP-2015] and/or other prevalent rules and laws of the authorities and the development of the same shall be carried out by the Registered Association / Society [as defined hereunder]. The same shall be maintained by the Registered Association / Society upon getting the same relinquished in its favour from the authorities. The cost involved in the construction of the Civic Amenities and in getting the land relinquished from the authorities shall be borne by the Registered Association / Society which shall be formed under the Karnataka Societies Registration Act 1960 or Co-operative Society registered under the Co-operative Societies Act 1960 or Karnataka Apartment Ownership Act, 1972, Rules 1974.

- J. The Confirming Party upon relinquishment of its rights with respect of the Relinquished Land and Civic Amenities Land and such other lands as per the approvals in the said Schedule I Property, has become the absolute owner in possession of the remaining land in the said Schedule I Property, admeasuring 74350 sq.mtrs. in Sheshagiriraopalya Village, Dasanapura Hobli, Nelamangala Taluk, Bengaluru District. Now the Confirming Party is developing of the land under Component A admeasuring 62,447 sq. mtrs., out of the Schedule I Property, and hereinafter referred to as the said "**Larger Property**".
- K. By virtue of the Development Agreement dated 26 March, 2013 executed and registered with the Sub Registrar of Assurances at Bengaluru bearing registration No.2691 of Book No. 1 on 04-06-2013 between the Confirming Party and the Vendor (hereinafter referred to as the said "**Development Agreement**"). The Confirming Party has agreed with the Vendor for developing the said Schedule I Property, in the manner and on the terms, conditions, stipulations and provisions therein contained which registered before the office of the sub registrar and bearing no. 2691 of 2013-14. The Vendor was formerly known as Smart Value Homes (Boisar Project) Private Limited and the same has been duly approved by the Registrar of Companies certificate on 16 May 2013. Further it is agreed that the sale and transfer of the Schedule A Property shall be undertaken jointly by the Vendor and the Confirming Party in favour of the Third Party(s).
- L. The Confirming Party has authorized and permitted the Vendor to sell and transfer on ownership basis, various flats, apartments, tenements, units and premises in the buildings and structures to be constructed by the Vendor at its own cost on the Schedule I Property, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Vendor, and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the purchasers/transferees of the same.
- M. Now the Owner and the Vendor are desirous of developing the land area of admeasuring 15253.80 sq. mtrs. (including area of 400.74 sq.mtrs. for Tower no. 30, 414.37 sq.mtrs. for Tower 31, 355.64 sq. mtrs. for Tower 32, 356.15 sq.mtrs. for Tower 33, 453.05 sq.mtrs for Tower 34., referred as "Building Area") in being part of the Larger Property consisting of

Towers 30 to 34 and more particularly described in **Second Schedule** hereto and hereinafter referred to as the "**said Land**", under a new phase (hereinafter referred to as the "**Phase II Project**"). The said Phase II Project would comprise of a multi storeyed building/s and structures thereon consisting of flats, apartments, tenements, units and premises of all kinds, for residential, and/or any other authorized use, together with provision of parking spaces and other necessary amenities and services thereto, for the purpose of selling, leasing or otherwise transferring the same to prospective purchasers, lessees and other transferees, at his own risk and responsibility.

- N.** The Confirming party with intent to develop the Schedule A Property has obtained a plan sanction vide Approval Letter bearing No. TPA/LAO:01:2012-13, dated 22 September, 2012 issued by the Joint Director of Town and Rural Planning and Member Secretary, Nelamangala Planning, Authority, Nelamangala, Bangalore read with Building License from the Huskur Grama Panchayath vide its letter No. HGP/BL/27/202-13 dated 5 November, 2012 read with Commencement Certificate issued by the Nelamangala Planning Authority vide its letter No.TPM/CC/152/2012-13, dated 20 October, 2102.
- O.** The Phase I Project has received Occupation Certificate issued by competent authority vide memo No. _____ in respect of the building/s and structures where the said Unit (as defined hereinbelow) is situated. The Vendor has informed the Vendee(s) of the same. A copy of occupation certificate is enclosed herewith as ANNEXURE -A.
- P.** The Vendee(s) being desirous of owning a residential unit in the Phase I Project more particularly detailed and described in **Third Schedule** (hereinafter referred to as the said "**Unit**"), along with _____% right in common areas to the extent envisaged hereunder and stipulated undivided interest in the said Land wherein the Phase II Project has been developed by the Vendor had entered into Apartment Buyer's Agreement dated _____ executed at _____ ("Agreement"), wherein the said the Vendor had agreed to sell and transfer to the Vendee(s) the Unit as set out in the said Agreement for a Sale Consideration of Rs. _____ (Rupees _____ only). The Vendor has also allotted and earmarked _____ car parking spaces bearing for the exclusive use and enjoyment of the Vendee(s).

- Q.** The authenticated copy of the floor plan of the said Unit purchased by the Vendee(s), as sanctioned and approved have been annexed and marked as **ANNEXURE –B.**
- R.** The Vendor has also represented to the Vendee(s) that the Vendor holds good and marketable right to enter into this Deed.
- S.** The Vendee(s) has verified the ownership details and title of the said Property through its own legal advisors and property experts and after being fully satisfied with the same, the Vendee(s) has purchased the said Unit from the Vendor. The Vendee(s) has also verified the construction work, materials used in the construction etc. through their respective experts for the said Unit and after being fully satisfied with the same, the Vendee(s) has purchased the said Unit from the Vendor.
- T.** The Vendee(s) has paid the entire Sale Consideration, Additional Outgoings and other charges as stated in the said Agreement and now has come forward to take upon possession of the said Unit. Along with taking upon vacant, quiet and peaceful possession of the said Unit, now the Vendee(s) have requested the Vendor to convey the said Unit more particularly described in the Second Schedule hereunder written, by executing which the Vendor has agreed upon the terms, conditions and consideration as set out.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. That in pursuance of the foregoing and the said Agreement and in consideration of the Sale Consideration as mentioned hereinabove, paid by the Vendee(s) to the Vendor as stated above, (the payment and receipt whereof the Vendor doth hereby acknowledge, and of and from every part thereof forever acquit, release and discharge the Vendee(s)) as full and final consideration for sale of the said Unit, the Vendor doth hereby grant, sell, transfer assign convey and assure unto forever the said Unit to the Vendee(s) TO HAVE AND TO HOLD THE SAME as the owner of the said Unit as described in the THIRD SCHEDULE, developed by the Vendor on the said Property and all the right title and interest of the Vendor in the said Unit, including the right to use the common areas provided in the said Land, pathways, open spaces, garden areas, and other common amenities and facilities.

2. That the Vendor doth hereby GRANT, SELL, ASSIGN, CONVEY, TRANSFER and ASSURE unto the Vendee(s) forever, all the right title and interest of the Vendor in the said Unit, hereunder written together with all rights, liberties/privileges, easements necessary for the enjoyment of the said Unit and TO HAVE AND TO HOLD AND TO ENJOY the said Unit with all rights and appurtenances absolutely and forever on the terms and condition mentioned in the said Agreement.
3. That the Vendor has delivered the actual physical possession of the said Unit to the Vendee(s) at the time of execution of this Conveyance Deed and the Vendee(s) hereby confirms and acknowledges to have taken over possession of the said Unit from the Vendor, without any reservations, objections and demurs.
4. The Vendee(s) declares that he/she/it has no complaint or grievance of any nature whatsoever in respect of the Unit and/ the amenities of the Phase II Project.
5. That the Vendor has assured the Vendee(s) that the said Unit is free from all sorts of encumbrances, liens and charges etc. and the Vendor has the full right and authority to sell the same.
6. That all taxes, charges, cess etc. including but not limited to House Tax, Water Tax, Sewerage Tax, Electricity charges or any other Taxes or charges to Municipal Corporation, Power Corporation or any other Competent Authority/Department etc., whether levied or leviable in respect of the said Land and said Unit, in present or future by the competent authorities, government bodies with retrospective or prospective effect shall be payable by the Vendee(s).
7. That the Vendee(s) agrees and confirms that all the obligations arising under this Conveyance Deed in respect of the said Unit and Land and Larger Property shall equally be applicable and enforceable against the Vendee, occupier and subsequent purchasers of the said Unit as the said obligations go with the said Unit for all intents and purposes and the Vendee(s) assures the Vendor that the Vendee(s) shall take sufficient steps to ensure the performance in this regards.
8. That the Vendee(s) shall also be liable to pay all such future levies as may be levied on the said Unit and Land and Larger Property including EDC, IDC, Infrastructure Development Charges, GST etc.

9. The Vendor hereby covenants with the Vendee(s), that notwithstanding any act, deed, matter or thing whatsoever done, committed, omitted or knowingly or willingly suffered by the Vendee(s) or any person/ persons claiming through it, the Vendor now has in itself a good right:

i.For Title:

That the Vendor has a good, valid, subsisting and marketable title over the said Unit. Further the Owner has full power and absolute authority to grant, convey, transfer and assure the said Unit hereby granted, conveyed, transferred and assured unto and to the use of the Vendee(s) in any manner aforesaid.

ii.For Peaceful Possession and Quiet Enjoyment:

AND THAT it shall be lawful for the Vendee(s) from time to time and at all times hereafter peaceably and quietly to hold, occupy, possess and enjoy the said Unit hereby granted, conveyed, transferred and assured with the appurtenances and of every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or by any person or persons lawfully or equitably claiming by, from, under or in trust for it.

10. That all the terms and conditions as contained in the said Agreement shall be read as part and parcel of these presents and shall continue to hold good and binding upon the Vendee(s). That all expenses, charges etc. including the stamp duty, registration fee for the registration of this Deed (including deficit if any) or in relation to the Unit or any construction to be made thereon, if any will be solely borne and paid by the Vendee(s).
11. This Deed shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.
12. This Deed shall be construed and the legal relation between the Parties hereto shall be determined and governed in accordance to the laws of India. All disputes or differences whatsoever which shall at any time hereafter arise between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this deed or its construction or effect, or as to the rights,

duties, obligations, responsibilities or liabilities of the parties hereto or any of them, under or by virtue of this deed or otherwise or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this deed, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only one arbitrator mutually nominated by both the parties. The award of the arbitrator shall be final and binding on the Parties to the reference. The arbitration proceedings shall be held in Mumbai only. The proceedings shall be conducted in English language. Costs and expenses for such arbitration proceedings shall be equally borne by the parties. The courts shall have the jurisdiction as per procedure of law.

FIRST SCHEDULE

(Description of said Schedule I Property)

[The property comprising of Portion A Land and Portion B Land]

All those piece and parcel of commercially converted land bearing Survey Nos.2/4, Survey No.3/2 Survey No.4/2 (earlier bearing Survey No.3/2, Survey No.4/1 and southern portion of Survey No.4/2) and commercially converted land bearing Survey No.2/3 and Survey 3/3 (earlier bearing Survey No.2/4 and 3/1) all situate at Sheshagiripalya Village, Dasanapura Hobli, Bengaluru North Taluk, Bengaluru Rural District, Karnataka, measuring in all about 25 Acres 21 Guntas and bounded as follows:-

On or towards East : Road;

On or towards West : Survey No.2/2 and Survey No.4/3 now part of Kanva Gardens Layout

On or towards North : Survey No.3/1 and Survey No.4/1 now part of Kanva Gardens Layout

On or towards South : Pillahalli Village Boundary

SECOND SCHEDULE

(Description of said Land)

All that pieces and parcels of land admeasuring 15253.80 sq. mtrs, (including area of 400.74 sq.mtrs. for Tower no. 30, 414.37 sq.mtrs. for Tower 31, 355.64 sq. mtrs. for Tower 32, 356.15 sq.mtrs. for Tower 33, 453.05 sq.mtrs for Tower 34., referred as "Building Area") or thereabouts situated at the Sheshagiriraopalya Village, Dasanapura Hobli, Nelamangala Taluk, Bengaluru District, Karnataka bearing Survey No/s.2/3, 2/4, 3/2, 3/3 and 4/2 and bounded as follows :

On or towards North : Driveway

On or towards East : Driveway

On or towards South : Driveway

On or towards West : Driveway

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

(Description of the said Unit)

Residential Unit No. _____ admeasuring _____ sq. mtrs. equivalent to sq. ft. carpet area on _____ floor in _____ building/ Tower / Block in the Phase II Project along with proportionate right in common areas of the said Phase II Project.

IN WITNESS WHEREOF the **PARTIES** hereto have executed this **AGREEMENT** (in duplicate) the day and year first hereinabove written.

Signed and delivered by the withinnamed)

Second Party **SMART VALUE HOMES**)

(PEENYA PROJECT) PRIVATE LIMITED)

Represented by its Authorised Signatory)

Mr. _____)

in the presence of

1.

2.

Signed and delivered by the withinnamed)

First Party **TATA VALUE HOMES LIMITED**)

Represented by its Authorised Signatory/)

Mr. _____)

in the presence of

1.

2.

SIGNED SEALED AND DELIVERED)

The withinnamed Sole Vendee/ Vendee No. 1)

Mr. _____)

In the presence of Witnesses ;)

1. _____

2. _____

SIGNED SEALED AND DELIVERED)

The withinnamed Vendee No. 2)

Mr. _____)

In the presence of Witnesses ;)

1. _____

2. _____

the presence of)

1.

2.

RECEIPT AND ACKNOWLEDGEMENT

The Vendee(s) has/ have paid a sum of Rs. _____ (Rupees
_____) being the full
Sale Consideration on or before execution of these presents.

WE SAY RECEIVED

For

SMART VALUE HOMES (PEENYA PROJECT) PRIVATE LIMITED

DRAFT