

4713
19-20

ಹದಿನಾರು
ದಸ್ತಾವೇಜು 4713/19-20 ಪ್ರತಿಗಣನೋದ್ದೇಶದ
1ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜಿನ ಒಂದನೇ ಪುಟ
ಹಿ.ಉ.ನೋ. ಯಶವಂತಪುರ
DEED OF SALE

This DEED OF SALE is executed at Bangalore on this 17th day of January, 2020

BY:

SMART VALUE HOMES (PEENYA PROJECT) PRIVATE LIMITED, PAN CARD NO. AA5CS8175R a company incorporated under the Companies Act, 1956 and under the provisions of the Companies Act, 2013, having its Registered Office at Voltas Compound, E Block, T.B. Kadam Marg, Chinchpokli, Mumbai - 400 033 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, **Mr. Umakanth**, authorized vide board resolution/letter of authority/power of attorney dated **September 18th 2017** (hereinafter referred to as the "**Promoter**", 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. AANCS3558H) a company incorporated under the Companies Act, 1956 and under the provisions of the Companies Act, 2013, having its registered office at Voltas Compound, E Block, T.B. Kadam Marg, Chinchpokli, Mumbai - 400 033 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 authorized signatory, **Mr. Umakanth**, authorized vide board resolution/letter of authority/power of attorney dated **November 10th, 2017** (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**;

IN FAVOUR OF

Mrs Poornima. K (PAN CARD NO. CNIPP9192B) daughter of Mr. Krishnamurthy Ramakrishna Rao, aged about 40 years, residing at Flat No.32084 Tata New Haven, Sheshagirirao Palya, Huskur Road, Near APMC Market, Nelamangla Taluk, Bangalore District, Bangalore 560 123 (**AADHAR NO. 442256952914**)

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 Promoter and the Confirming Party have undertaken development of a Project comprising of residential and commercial development in Sy Nos. 3/2, 4/2, 3/3, 2/3, and 2/4 situated at Seshagirirao Palya Village, Dasanapura hobli, Bengaluru North Taluk, together measuring 25 Acres 21 Guntas and as morefully described in the Schedule I hereunder written and hereinafter referred as the "**Larger Property**";
- B.** The Larger Property was historically the Inam lands and in pursuance of the provisions of the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954, occupancy rights were given to the respective erstwhile owners of each survey number mentioned hereinabove by an order of the Special Deputy Commissioner for Abolition of Inams, Bangalore.
- C.** One Mehmood Aga, thus become the absolute owner of the respective survey numbers as morefully mentioned in the Larger Property he having acquired the same under various sale deeds mentioned hereunder:
 - (i) Sale Deed dated 16th November 1992, registered as document no. 5461/92-93 Book-I, Vol. 4846, pages 166 to 174, in the office of the Sub- Registrar, Bangalore North Taluk in respect of Sy no.3/3, admeasuring 7 acres 10 guntas, forming part and parcel of the Larger Property;
 - (ii) Deed of Sale dated 7th March 1993 registered as document no.9682/92-93, Book-I, Vol.4932, pages 144-153, in the office of the Sub-Registrar, Bangalore North Taluk, in respect of Sy no.2/4, admeasuring 17 Guntas, forming part and parcel of the Larger Property;
 - (iii) Sale Deed dated 16th November 1992, registered as document no. 5463/92-93, Book-I, Vol. 4846, pages 175 to 183, in the office of the Sub-Registrar, Bangalore North Taluk in respect of Sy no. Sy no.2/3 admeasuring 7 Acres 33 Guntas forming part and parcel of the Larger Property;
 - (iv) Deed of Sale dated 7th March 1993 registered as document no. 9685/92-93, Book-I, Vol.4935, pages 62 to 75 in the office of the Sub-Registrar, Bangalore North Taluk, in respect of Sy No.4/2 admeasuring 5 Acres 25 Guntas and Sy No.3/2 admeasuring 5 Acres 18 Guntas, forming part and parcel of the Larger Property;

K. Poornima.

For Smart Value Homes (Peenya Project) Pvt. Ltd.

For TATA VALUE HOMES LIMITED

Authorised Signatory

Authorised Signatory

ಹೆ ಪ್ರಸ್ತುತ 4713 ಪೂರ್ವೀಕರಣ... 2
1957 ಕೆ.ಎಂ.ಸಿ.ಎ. ಯಶವಂತಪುರ



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 Poornima.K , ಇವರು 234340.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	40.00	paid in Cash
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	213100.00	DD No 002885 Rs.213100/- dated 16/Jan/2020 drawn on HDFC BANK,NAGARBHAVI II.
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	21200.00	DD No 002884 Rs.21200/- dated 16/Jan/2020 drawn on HDFC BANK,NAGARBHAVI II.
ಒಟ್ಟು :	234340.00	

ಸ್ಥಳ : ಯಶವಂತಪುರ

ದಿನಾಂಕ : 17/01/2020

17/01/2020
ಯಶವಂತಪುರ
ರಾಜಾಜನಗರ (ಯಶವಂತಪುರ), ಬೆಂಗಳೂರು
(ಯಶವಂತಪುರ)

ಇದೇ ಪುಸ್ತಕದ 4713 ಪುಟದಲ್ಲಿ ದಾಖಲಾಗಿದೆ. 3 ಪುಟ
19/06/2013 ಹ.ಉ.ನೋ. ಯಶವಂತಪುರ

- 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 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 Huskur Grama Panchayat. The said Schedule I Property falls under the jurisdiction of the Huskur Grama Panchayat and was registered as the Kathedar thereof in the records of the Huskur Grama Panchayat;
- F. 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 **Larger Property**.
- G. The Confirming Party herein applied for conversion of the Larger Property from non-agricultural commercial (I.T. Block) to **non-agricultural partly residential and non-agricultural partly commercial and paid necessary conversion fee thereof.** The Deputy Commissioner vide his Official Memorandum bearing No. ALN[NDH]SR 5/2008-09, dated 22nd June 2012, converted the Larger Property into partly residential and partly commercial. The Confirming Party herein on 21 September, 2012, relinquished
- H. its rights in part of the said Schedule I Property,
- admeasuring 17480 sqm sq. mtrs. towards parks and open Spaces for **Component A;**
 - admeasuring 3125.55 sq. mtrs. towards road access under **Component A;**
 - admeasuring 4011.29 sq.mtrs. sq. mtrs. towards road access under towards IMP roads **Component B**
 - admeasuring 4370 sq. mtrs. civic amenities under **Component A**
- 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 as "**Relinquished Land**". The Relinquished Land including the Civic Amenities has been handed over by the Confirming Party to the Nelamangala Planning Authority as per the rules laid down by the authorities and/or other prevalent rules and laws of the authorities and the UDD Notification bearing no. UDD 27 TTP 2016, Bengaluru, dated 24 May 2017. The development of the Relinquished Land including the Civic Amenities shall be carried out by the Association formed of the residents of the Project. The same shall be maintained by the Association 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 Association formed hereunder the Karnataka Apartment Ownership Act, 1972, Rules 1974. The Confirming Party and the Vendor are entitled to use the benefits accruing under the transfer of development on this Relinquished Land Area as per the scheme of development and approvals granted by the competent authorities.
- I. The Confirming Party upon relinquishment of its rights with respect of the Relinquished Land 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 74341.2 sq.mtrs. in Sheshagiriraoapalya Village, Dasanapura Hobli, Nelamangala Taluk, Bengaluru District.
- J. Now the Confirming Party is developing the land area admeasuring 62424.45 sq. mtrs. under Property A ("**Property A Land**") and 11924.51 sq. mtrs. under Property B ("**Property B Land**"). This Property A Land is also 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 4 June, 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 Larger Property shall be undertaken jointly by the Vendor and the Confirming Party in favour of the Third Party(s).

K. Poornima.

For Smart Value Homes (Peenya Project) Pvt. Ltd.

Authorised Signatory

For TATA VALUE HOMES LIMITED

Authorised Signatory



17-01-2020 17:13 4

Print Date & Time : 17-01-2020 02:14:04 PM

ಕ.ಉ.ನೋ. ಯಶವಂತಪುರ

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 4713

ಯಶವಂತಪುರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ರಾಜಾಜಿನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 17-01-2020 ರಂದು 01:35:08 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	42200.00
2	ನೋಂದಣಿ ಶುಲ್ಕ	10.00
3	ಸೇವಾ ಶುಲ್ಕ	630.00
	ಒಟ್ಟು :	42840.00

ಶ್ರೀಮತಿ Poomima.K ಅವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀಮತಿ Poomima.K			K. Poomima.

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಸಹಿ ರಜಾಜಿನಗರ
ರಾಜಾಜಿನಗರ (ಯಶವಂತಪುರ), ಬೆಂಗಳೂರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Poomima.K . (ಬರೆದುಕೊಂಡವರು)			K. Poomima.
2	TATA VALUE HOMES LIMITED . (ಬರೆದುಕೊಂಡವರು)			For TATA VALUE HOMES LIMITED Authorised Signatory

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ರಾಜಾಜಿನಗರ (ಯಶವಂತಪುರ), ಬೆಂಗಳೂರು

ಹೆಚ್.ಪುನೀಶ್ 4713 5
19-20 ಹೆ.ಅ.ನೋ. ಯಶವಂತಪುರ

- 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 Larger 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. The Confirming party with intent to develop the Larger Property has obtained a plan sanction vide Approval Letter bearing No. TPA/LAC/01/2012-13, dated 22 September, 2012 issued by the Joint Director of Town and Rural Planning and Member Secretary, Nelamangala Planning, Authority, Nelamangala, Bengaluru 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, 2012.
- N. The New Haven Bengaluru project is situated in the Property A Land (Larger Property) comprised of 35 residential buildings comprising of 31 buildings towards New Haven along with appropriate amenities and club house located in the Property B Land. Balance 4 residential buildings are currently designed as a senior living project "Riva" comprising of with appropriate amenities and a separate club house for themselves, segregated exclusively for the use and purpose of elderly and senior citizens above 55 years. This residential complex shall be well equipped with such amenities and facilities for elderly and senior people, which shall be especially for their own use and enjoyment, to the exclusion of residents of New Haven. The development of Riva has been designed and structured to provide certain and special facilities and services to its residents through third party qualified service providers, as per terms and conditions of the Agreement.
- O. For the Riva development, the Allottee(s) has agreed that the usage of the said Unit and/or the facilities in the Larger Property shall be restricted to Eligible Occupants only, which shall mean an individual identified as under:
- Allottee(s) who is 55 (fifty five) years of age or above at the time of booking of the said Flat;
 - all current spouses of such individual as referred in point (a) above;
 - all minor children (of the age below 18 years) of such individual as referred in point (a) above;
 - all other children of such individual as referred in point (a) above, who are unmarried, and/or are specially abled and/or dependent on of such individual as referred in point (a) above;
 - guests of such individual as referred in point (a) above, provided in aggregate in any calendar year, the total number days in which guests can reside should not exceed 90 (ninety) days per said Unit;
 - any other person as agreed by the Promoter or the Association (upon its formation).
- P. The Property B Land comprises the Club house consisting of provision for retail zone, swimming pool etc. It is clarified that the purchasers of New Haven of Property A shall have the right to use the Club house and Swimming Pool which is located on Property B Land.
- Q. Now the Vendor has constructed, developed and received Occupation Certificate Phase I to III buildings in the Project from the Huskur Grama Panchayath, Huskur Post, Dasanapura, Hubli, Bengaluru North as per details below
- Tower 1 to Tower 7 - received Occupation Certificate vide memo No. HGP/01/2016-17 dated 9 November, 2016
 - Tower 8 to 18 - received Occupation Certificate vide memo No. HGP: 11/2017-18 dated 16 June, 2017
 - Tower 30 to 34 - received Occupation Certificate vide memo No. HGP: 12/2017-18 dated 28 February, 2018
 - Tower 19, 26 & 35 - received Occupation Certificate vide memo No. HGP: 12/2017-18 dated 13 August, 2019
- R. The Vendee(s) being desirous of owning a residential unit in the Project more particularly detailed and described in **Second Schedule** (hereinafter referred to as the said "Unit"), along with 0.371423% undivided right and interest in the common areas of the said Larger Property, developed by the Vendor had entered into Apartment Buyer's Agreement / Allotment letter dated 07.02.2019 executed at Bangalore ("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 / allotment letter for a Sale Consideration of Rs.42,20,800 (Rupees Forty Two Lakh Twenty Thousand Eight Hundred only). The Vendor has also allotted one covered car parking spaces bearing for the exclusive use and enjoyment of the Vendee(s).
- S. 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 - A**.
- T. The Unit and the building in which the said Unit is located has received Occupation Certificate issued by the Huskur Grama Panchayath. The Vendor has informed the Vendee(s) of the same. A copy of the said Occupation Certificate is enclosed herewith as **ANNEXURE - B**.
- U. The E-khata of the said Unit has been received and annexed and marked as **ANNEXURE - C**.
- V. The Vendor has also represented to the Vendee(s) that the Vendor holds good and marketable right to enter into this Deed.

For Smart Value Homes (Peenya Project) Pvt. Ltd.

Authorised Signatory

For TATA VALUE HOMES LIMITED

Authorised Signatory

K. Poonima

1ನೇ ಪುಟದ 4713 ನೋಂದಣಿ ಸಂಖ್ಯೆ 6 ಪ್ರತಿ

(9/08/2020)

ಉಪನಿರ್ದೇಶಕರು, ಯಶವಂತಪುರ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ವಿಳಾಸ	ಹೆಚ್ಚುವರಿ ಗುರುತು	ಸಹಿ
3	Smart Value Homes (Peenya Project) Pvt Ltd. Rep by its Authorised Signatory Mr. Umakanth (Promoter). (ಬರೆದುಕೊಡುವವರು)			For Smart Value Homes (Peenya Project) Pvt. Ltd. Authorised Signatory 

ಉಪನಿರ್ದೇಶಕರು, ಯಶವಂತಪುರ
ಯಶವಂತಪುರ (ಯಶವಂತಪುರ), ಬೆಂಗಳೂರು

ಗುರುತಿಸುವವರು

1ನೇ ಪ್ರಸ್ತುತ ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 4713
19-20 8
ಹಿ.ಆ.ನೋ. ಯಶವಂತಪುರ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Udupi Krishna Rao No.32084,Tata New Haven Shesagiriraopalya, Bangalore	
2	Pradyumna No.3, 1st Main, Jayanagar 4th T Block,Bangalore	Pradyumna

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಸಹಿ ರಜಸಾರ
ರಾಜಾಜಿನಗರ (ಯಶವಂತಪುರ), ಬೆಂಗಳೂರು

I hereby certify that on production of the original document, No.6738/2018-19, Dt:07-02-2019, I have satisfied myself that the stamp duty of Rs. 4300/- has been paid thereon.

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ರಾಜಾಜಿನಗರ (ಯಶವಂತಪುರ), ಬೆಂಗಳೂರು

	
1 ನೇ ಪ್ರಸ್ತುತ ದಸ್ತಾವೇಜು ನಂಬರ YPR-1-04713-2019-20 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ YPRD4713 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 17-01-2020 ರಂದು ನೋಂದಾಯಿಸಲ್ಪಟ್ಟಿದೆ	
ಹಿ.ಆ.ನೋ. ಸಹಿ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ ರಾಜಾಜಿನಗರ (ಯಶವಂತಪುರ), ಬೆಂಗಳೂರು	

14713
19-20
ಕೆ.ಎಮ್.ಎ. ಯಶವಂತಪುರ
9
ಪುಟ

AND THAT it shall be lawful for the Vendee(s) from time to time and at all times hereafter peacefully 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 Larger Property /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 Sheshagiriraopalya Village, Dasanapura Hobli, Bengaluru North Taluk, Bengaluru Rural District, Karnataka, measuring in all about 25 Acres 21 Guntas having hundi Khata no 150200202801521597 as per gram panchayath records 2363/449 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

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(Description of the said Unit)

Residential Unit No. Ultima 32084 admeasuring 59.18 sq. mtrs equivalent to 637 sq. ft. c. carpet area and balcony/verandah 6.03 sq. mtrs (65 sqft) on 8 floor in building/ Tower No. 32, bearing E-Khata no. 150200202801521597, Phase II in the (New Haven) Project along with along with 0.371% undivided right and interest in the common areas.

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

Promoter **SMART VALUE HOMES**

(PEENYA PROJECT) PRIVATE LIMITED

Represented by its Authorized Signatory

Signed and delivered by the withinnamed

Confirming Party **TATA VALUE HOMES LIMITED**

Represented by its Authorized Signatory

K. poornima

For Smart Value Homes (Peenya Project) Pvt. Ltd.

For TATA VALUE HOMES LIMITED

Authorised Signatory

Authorised Signatory