

# DEED OF ABSOLUTE SALE

This **DEED OF ABSOLUTE SALE** ("SALE DEED") is made and executed on this the Eighteenth day of June, Two Thousand and Twenty Five (18.06.2025), at Bengaluru:

#### **EXECUTED BY:**

A adverted and the

TVS MOBILITY PRIVATE LIMITED (formerly known as T.S. Rajam Distribution Services Private Limited) (CIN: U50400TN2018PTC121056/ PAN: AAGCT6376B); a company incorporated under the Companies Act, 2013, and its Registered Office at No. 10, Jawahar Road, Chokkikulam, Madurai - 625 002, Authorised Signatory, Mr. K.R. represented by its Tamil Nadu. Ananthakrishnan (Aadhaar: 8708 0188 3910), duly authorised vide Board Resolution dated 29.01.2025, and hereinafter referred to as the "SELLER" (which expression shall, wherever the context so requires or admits, be deemed to mean and include its successors-in-interest, legal representatives, administrators, executors, nominees and assigns), OF THE ONE PART;

#### TO AND IN FAVOUR OF:

**BRIGADE HOTEL VENTURES LIMITED** (CIN: U74999KA2016PLC095986 / PAN: AAGCB8612G), a company incorporated under the Companies Act, 1956, having its Registered Office at 29<sup>th</sup> & 30<sup>th</sup> Floor, World Trade Center, Brigade Gateway Campus, No. 26/1, Dr. Rajkumar Road, Malleswaram-Rajajinagar, Bengaluru – 560 055, Karnataka, represented by its Authorised Signatory, **Mr. Pradyumna Krishnakumar** (Aadhaar: 4188 1096 0277), duly authorised vide Letter of Authorization dated 16.06.2025, and hereinafter referred to as the

For TVS Mobility Private Limited

Authorised Signatory

Purchaser

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

#### Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

# 1957 ರೆ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

# BRIGADE HOTEL VENTURES LIMITED is Rep. by Mr.Pradyumna Krishnakumar ಇವರು

₹3,25,08,632.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ.

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ	
E-Payment	3,25,08,632.00	Online Challan Reference Number RG0625000019335232 Dated:17/06/2025	
Total:	3,25,08,632.00		

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I hereby certify that on production of the original document, I have satisfied myself that the stamp duty of Rs30,75,000.00 has been paid thereon

ಸ್ಥಳ :ರಾಜಾಜಿನಗರ

ದಿನಾಂಕ: 18/06/2025

ಉಪ ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಲಿಧಿಕಾರ ರಾಜಾಜಿನಗರ ನೋಂದಣಾಧಿಕಾರಿ ರಾಜಾಜಿನಗರ, ಬೆಂಗಳೂರು



"**PURCHASER**" (which expression shall, wherever the context so requires or admits, be deemed to mean and include its successors-in-interest, legal representatives, administrators, executors, nominees and permitted assigns), OF THE OTHER PART.

The Seller and the Purchaser shall hereinafter, wherever the context may so require, be referred to individually as a "**PARTY**" or collectively as "**PARTIES**", as the case may be.

#### I. WHEREAS:

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- A. The Seller represents to the Purchaser that it is currently the sole and absolute owner of, or is otherwise well and sufficiently entitled to, all that piece and parcel of the immovable property being vacant land converted for industrial purposes measuring an extent of 2 Acres 9.7 Guntas (9,076.34 square meters or 97,697 square feet), measuring on the East to West 74.63 meters and North to South 121.62 meters, bearing BBMP e-PID No. 1983827228, Municipal No. 349/320 (Old No. 349/320/122/2), earlier bearing Survey No. 122/2B, situated at Ward No. 40 Doddabidarakallu, NH 4 Tumkur Road, Doddabidarakallu Village, Yeshwanthapura Hobli, Bengaluru North Taluk, Bengaluru Urban District, which is more fully described in the 'SCHEDULE' hereto and hereinafter referred to as the "SCHEDULE PROPERTY".
- B. A sketch of the Schedule Property demarcating the land area and boundaries thereto is annexed to this Sale Deed as 'ANNEXURE A'.
- C. The Seller has represented to the Purchaser that the Seller acquired absolute right, title and interest to the Schedule Property as under:

For TVS Mobility Private Limited

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# ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ :- RJN-1-01383-2025-26

**ರಾಜಾಜಿನಗರ** ಉಪ ನೋಂದಣಿ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 18/06/2025 ರಂದು 11:12:30 ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	₹ ರೂ.ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	63,54,220.00
2	ಸೇವಾ ಶುಲ್ಕ	1,450.00
3 ಪ್ರಮಾಣ ಪತ್ರ ಮುದ್ರಾಂಕ ಶುಲ		100.00
	ఒట్కు	63,55,770.00

BRIGADE HOTEL VENTURES LIMITED is Rep. by Mr.Pradyumna Krishnakumar ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಪೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	BRIGADE HOTEL VENTURES LIMITED is Rep. by Mr.Pradyumna Krishnakumar, , 0, Resident of: , 29th & 30th Floor, World Trade Center, Brigade Gateway Campus, No. 26/1, Dr. Rajkumar Road, Malleswaram-Rajajinagar, Bengaluru North, BENGALURU URBAN, KARNATAKA - 560055 (Presenter)	Provide the second seco	Left Thumb	Dendy

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ದಸ್ತಾವೇಜು ಬರೆದುಕೊಟ್ಟಿರುವುದುಂಟೆಂದು ಒಪ್ಪಿಕೊಂಡಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬೈಟ್ಟಿನ ಗುರುತು	సేడి
1	BRIGADE HOTEL VENTURES LIMITED is Rep. by Mr.Pradyumna Krishnakumar, , 0, Resident of: , 29th & 30th Floor, World Trade Center, Brigade Gateway Campus, No. 26/1, Dr. Rajkumar Road, Malleswaram-Rajajinagar, Bengaluru North, BENGALURU URBAN, KARNATAKA - 560055 (Claimant)	Distance of the second	Left Thumb	Diady
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- The Schedule Property, i.e., the land measuring an extent of 2 Acres 9.7 Guntas (9,076.34 square meters or 97,697 square feet), earlier formed part of the land measuring 2 Acres 32<sup>1</sup>/<sub>2</sub> Guntas comprised in Survey No. 122/2B of Doddabidarakallu Village (hereinafter referred to as the "Larger Extent"), which itself was forming part of the land measuring an extent of 2 Acres 35 Guntas (including 2 Guntas of Kharab land) comprised in erstwhile Survey No. 122/2 of Doddabidarakallu Village.
- 2. Originally, the Larger Extent comprising the Schedule Property was owned and held by (i) Maharaja Mohun Shamsher Jung Bahadur Rana; (ii) Maharani Diksha Kumari; (iii) Lt. General Sharda Shamsher Jung Bahadur Rana; and (iv) Rani Sarla Devi, they having purchased the same from (i) Ms. Malathi Kamesan; and (ii) Ms. Lalitha Kamesan, daughters of Late Mr. Sonti Kamesan, under the Deed of Sale dated 23.09.1954, registered as Document No. 3085/1954-55, in Book-I, Volume No. 1398, at pages 208 to 221, in the Office of the Sub-Registrar, Bengaluru North Taluk.
- 3. Pursuant to the death of the aforesaid Maharani Diksha Kumari on 05.03.1958, her 6 (six) children, namely, (i) Rani Suprajya Lakshmi, wife of Maharawal Sangram Singh; (ii) Rajamatha Nagendra Rajya Lakshmi, wife of Rao Udai Singh; (iii) Rani Mahendra Rajalakshmi, wife of Rana Shivang Singh; (iv) Yuvarani Shaddrajya Lakshmi, wife of Yuvaraja Girish Chandra Singh; (v) Maharani Leelarajya Lakshmi, wife of Maharaja Arimardan Singh; and (vi) Rani Moha Bhaktha Lakshmi, wife of Raja Pashupathi Prathap Singh, had released all their right, title and interest over the lands including the Larger Extent comprising the Schedule Property, to and in favour of their father, Maharaja Mohun Shamsher Jung Bahadur

For TVS Mobility Private Limited

Authorised Signatory Seller

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Purchaser.

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# ಗುರುತಿಸುವವರು

SR.No	Identifier Name	Address	ಸಹಿ
1	Mr. Udaya Kumar S/o A. Rama (Identifier)	,29th & 30th Floor, World Trade Center, Brigade Gateway Campus, No. 26/1, Dr. Rajkumar Road, Malleswaram- Rajajinagar, Bengaluru North, BENGALURU URBAN, KARNATAKA - 560055	- ly
2	Mr. Balaji S S/o S. K Seshagirirao (Identifier)	,Ff-1, No. 43, Janakiraman Street , Mambalam, CHENNAI, TAMIL NADU - 600033	S. Balaji







Rana, and in favour of (i) Lt. General Sharda Shamsher Jung Bahadur Rana; and (ii) Rani Sarla Devi, under six (6) separate Release Deeds, as follows:

- (a) Release Deed dated 06.04.1962 executed by Rani Suprajya Lakshmi, wife of Maharawal Sangram Singh, registered as Document No. 141/1962-63, in Book-I, Volume No. 2146, at pages 100 to 103, in the Office of the Sub-Registrar, Bengaluru Taluk.
- (b) Release Deed dated 06.04.1962 executed by Rajamatha Nagendra Rajya Lakshmi, wife of Rao Udai Singh, registered as Document No. 142/1962-63, in Book-I, Volume No. 2145, at pages 144 to 150, in the Office of the Sub-Registrar, Bengaluru Taluk.
- (c) Release Deed dated 06.04.1962 executed by Rani Mahendra Rajalakshmi, wife of Rana Shivang Singh, registered as Document No. 143/1962-63, in Book-I, Volume No. 2144, at pages 156 to 160, in the Office of the Sub-Registrar, Bengaluru Taluk.
- (d) Release Deed dated 06.04.1962 executed by Yuvarani Shaddrajya Lakshmi, wife of Yuvaraja Girish Chandra Singh, registered as Document No. 144/1962-63, in Book-I, Volume No. 2143, at pages 177 to 184, in the Office of the Sub-Registrar, Bengaluru Taluk.
- (e) Release Deed dated 06.04.1962 executed by Maharani Leelarajya Lakshmi, wife of Maharaja Arimardan Singh, registered as Document No. 145/1962-63, in Book-I, Volume No. 2136, at pages 199 to 123, in the Office of the Sub-Registrar, Bengaluru Taluk.

For TVS Mobility Private Limited Replanis

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- (f) Release Deed dated 06.04.1962 executed by Rani Moha Bhaktha Lakshmi, wife of Raja Pashupathi Prathap Singh, registered as Document No. 146/1962-63, in Book-I, Volume No. 2146, at pages 103 to 107, in the Office of the Sub-Registrar, Bengaluru Taluk.
- 4. Thereafter, (i) Maharaja Mohun Shamsher Jung Bahadur Rana; (ii) Lt. General Sharda Shamsher Jung Bahadur Rana; and (iii) Rani Sarla Devi, had executed separate Deeds of Power of Attorney dated 22.10.1962, authorizing and appointing Mr. Bhoj Bahadur Neupane, as their Power of Attorney to act for and on their behalf, including the power to sell and convey the Larger Extent comprising the Schedule Property.
- 5. Pursuant thereto, (i) Maharaja Mohun Shamsher Jung Bahadur Rana; (ii) Lt. General Sharda Shamsher Jung Bahadur Rana; and (iii) Rani Sarla Devi, duly represented by their Power of Attorney Holder, Mr. Bhoj Bahadur Neupane, had sold and conveyed the land measuring an extent of 2 Acres 32½ Guntas comprised in Survey No. 122 of Doddabidarakallu Village, viz., the Larger Extent comprising the Schedule Property, to and in favour of Mr. B.S. Varadaraja Setty, son of Mr. B. Seenappa Setty, under the Deed of Sale dated 23.10.1962, registered on 22.12.1962, as Document No. 8055/1962-63, in Book-I, Volume No. 2225, at Pages 1 to 10, in the Office of the Sub-Registrar, Bengaluru North Taluk. Thereafter, the Khatha in respect of the said Larger Extent comprising the Schedule Property, was registered in the name of the aforesaid Mr. B.S. Varadaraja Setty, vide Entry bearing R.R. No. 1071 made in the Record of Rights.
- 6. Thereafter, the Deputy Commissioner, Bengaluru Urban District, had accorded permission for conversion of the Larger Extent comprising the

For TVS Mobility Private Limited Luker

Authorised Signatory Seller

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Schedule Property, from agricultural use to non-agricultural industrial use (for construction of Godown and Truck Terminals), under the Official Memorandum bearing Reference No. BDis/ALN/SR/1276 dated 08.12.1965. Subsequently, the Special Deputy Commissioner, Bengaluru District, vide Modified Official Memorandum bearing Reference No. BDis/ALN/SR/1276 dated 14.09.1973, had accorded permission for modification of the purpose of conversion of the Larger Extent comprising the Schedule Property as 'Industrial Use (for construction of Godown and Truck Terminals together with construction of an Industrial Estate).

- 7. Mr. B.S. Varadaraja Setty died intestate on 06.05.1965 leaving behind his wife, Mrs. V. Pramila, and minor children, namely, (i) Master Ashok; (ii) Miss Lalitha; (iii) Miss Shakila (all being children born through his first wife Late Mrs. Nagarathna); and (iv) Miss Shanthi, daughter of Mrs. V. Pramila, as his surviving legal heirs who succeeded to his estate and inherited the Larger Extent comprising the Schedule Property.
- 8. The aforesaid Mrs. V. Pramila, wife of Late Mr. B.S. Varadaraja Setty, had obtained permission to sell and convey the land measuring an extent of 2 Acres 10 Guntas (or 9,105.30 square meters) out of the Larger Extent, to prospective purchasers, vide Endorsement bearing Reference No. ULC(5)Misc/27/1985-86 dated 06.12.1985, issued by the Special Deputy Commissioner, Urban Land Ceiling and Taxation, Bengaluru, under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976.
- 9. Pursuant thereto, (i) Mrs. V. Pramila, wife of Late Mr. B.S. Varadaraja Setty; (ii) Mr. B.V. Ashok; (iii) Ms. Lalitha; (iv) Ms. Shakila; and (v) Ms. Shanthi (persons referred to at Sl. Nos. (ii) to (v) being children of Late Mr.

For TVS Mobility Private Limited

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B.S. Varadaraja Setty), had sold and conveyed the land measuring an extent of 2 Acres 10 Guntas (or 9,105.30 square meters) out of the Larger Extent, together with the building constructed thereon, to and in favour of Mr. Govind Lakshman, son of Mr. Govindappa, under the Indenture of Absolute Sale dated 10.02.1986, registered on 30.05.1986, as Document No. 363/1986-87, in Book-I, Volume No. 3903, at Pages 112 to 120, in the Office of the Sub-Registrar, Bengaluru North Taluk.

- 10. The aforesaid Mr. Govind Lakshman, son of Mr. Govindappa, duly represented by his Power of Attorney Holder, Mr. K.L. Manjunath, son of Mr. Linge Gowda, had executed an Agreement of Sale dated 21.06.1995, agreeing to sell and convey the land measuring an extent of 2 Acres 10 Guntas (or 9,105.30 square meters) comprised in the Larger Extent, to and in favour of M/s. Sundaram Motors, a proprietary concern by its Proprietor, M/s. T.V. Sundram Iyengar & Sons Limited, duly represented by its Executive Director, Mr. K.R. Raghavan.
- 11. Eventually, the aforesaid Mr. Govind Lakshman, son of Mr. Govindappa, had sold and conveyed the land measuring an extent of 2 Acres 10 Guntas (or 9,105.30 square meters) comprised in the Larger Extent, to and in favour of M/s. Sundaram Motors, by its Proprietor, M/s. T.V. Sundram Iyengar & Sons Limited, duly represented by its Executive Director, Mr. K.R. Raghavan, under the Deed of Sale dated 30.10.1995, registered on 08.02.1996 as Document No. 6553/1995-96, in Book-I, Volume No. 5543, at pages 238 to 246, in the Office of the Sub-Registrar, Bengaluru North Taluk.

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For TVS Mobility Private Limited

Authorised Signatory

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Seller



- 12. Thereafter, (i) Mrs. V. Pramila, wife of Late Mr. B.S. Varadaraja Setty; (ii) Mr. B.V. Ashok; (iii) Ms. B.V. Lalitha; (iv) Ms. B.V. Shakila; and (v) Ms. B.V. Shanthi (persons referred to at Sl. Nos. (ii) to (v) being children of Late Mr. B.S. Varadaraja Setty), had obtained exemption under the provisions of the Urban Land (Ceiling & Regulation), Act, 1976, vide Order in proceedings bearing No. ULC(A)3/122/1988-89 dated 13.11.1998, passed by the Special Deputy Commissioner (Additional), Urban Land Ceiling, Bengaluru, in respect of the remaining 22<sup>1</sup>/<sub>2</sub> Guntas of land comprised in the Larger Extent.
- 13. Pursuant thereto, (i) Mrs. V. Pramila, wife of Late Mr. B.S. Varadaraja Setty; (ii) Mr. B.V. Ashok; (iii) Ms. B.V. Lalitha; (iv) Ms. B.V. Shakila; and (v) Ms. B.V. Shanthi (persons referred to at Sl. Nos. (ii) to (v) being children of Late Mr. B.S. Varadaraja Setty), had sold and conveyed the remaining land measuring an extent of 22½ Guntas comprised in the Larger Extent, together with the building constructed thereon, to and in favour of M/s. Sundaram Motors, Division of M/s. T.V. Sundram Iyengar & Sons Limited, duly represented by its Executive Director, Mr. K.R. Raghavan, under the Sale Deed dated 08.01.1999, registered on 16.01.1999 as Document No. 8819/1998-99, in Book-I, stored in C.D. No. ICD-15, in the Office of the Sub-Registrar, Bengaluru North Taluk.
- 14. Thereafter, the land totally admeasuring an extent of 2 Acres 32<sup>1</sup>/<sub>2</sub> Guntas comprised in Survey No. 122/2B of Doddabidarakallu Village, i.e., the Larger Extent comprising the Schedule Property, was assessed to property taxes and was assigned with Municipal No. 349/320, and the Khatha in respect of the said property was registered in the name of M/s. T.V.S. Sundaram Motors, by its Proprietor, M/s. T.V. Sundram Iyengar & Sons

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Limited, vide (i) Khatha Certificate bearing Reference No. DA/35/2011-12 dated 04.06.2011; and (ii) Khatha Extract dated 04.06.2011, issued by the Bruhat Bengaluru Mahanagara Palike.

- 15. The National Highways Authority of India (NHAI) had acquired a portion of land measuring an extent of 708 square meters from the Larger Extent for the purpose of widening of National Highway 4; and the Karnataka Industrial Areas Development had acquired portions of land measuring an extent of 1.598.19 square meters from out of the Larger Extent for the purpose of Bengaluru Metro Rail Project.
- A Composite Scheme of Amalgamation and Arrangement (Demerger) was 16. proposed by and between (i) Sundaram Industries Private Limited [Demerged Company - 1/ Transferor Company - 1]; (ii) T.S. Rajam Tyres Private Limited [Resulting Company - 1]; (iii) TVS Mobility Private Limited (formerly known as T.S. Rajam Distribution Services Private Limited) [Resulting Company - 3]; (iv) Southern Roadways Private Limited [Demerged Company - 2/ Transferor Company - 2]; (v) Southern Roadways (Madurai) Private Limited [Resulting Company - 2]; (vi) T.V. Sundram Iyengar & Sons Private Limited [Transferee Company - 1/ Demerged Company - 3]; (vii) Trichur Sundaram Santhanam and Family Private Limited [Resulting Company - 4]; (viii) TVS Sundram Fasteners Private Limited [Resulting Company - 5]; (ix) Madurai Alagar Enterprises Private Limited [Resulting Company - 6]; (x) SB TVS Industrial Ventures Private Limited (formerly known as SB Industrial Ventures Private Limited) [Resulting Company - 7]; (xi) Cheema TVS Industrial Ventures Private Limited (formerly known as Cheema Industrial Ventures Private Limited) [Resulting Company - 8]; (xii) TVS Holdings Private Limited (formerly

For TVS Mobility Private Limited lukis.

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known as TVS Investments and Holdings Private Limited) [Resulting Company - 9]; (xiii) TVS Investments Private Limited [Transferor Company - 3]; and (xiv) Geeyes Family Holdings Private Limited [Transferee Company - 2], and sanction was sought to the Composite Scheme of Amalgamation and Arrangement (Demerger) in Company Petition No. CP(CAA)24-37/CHE/2021 in CA(CAA)/14(CHE)/2021, before the National Company Law Tribunal, Division Bench – II, Chennai.

- 17. The National Company Law Tribunal, Division Bench II, Chennai, vide Order dated 06.12.2021 in Company Petition No. CP(CAA)24-37/CHE/2021 in CA(CAA)/14(CHE)/2021, had sanctioned the Composite Scheme of Amalgamation and Arrangement (Demerger), in terms of which *inter alia* the business and all assets of the Transferee Company - 1/ Demerged Company - 3, i.e., T.V. Sundram Iyengar & Sons Private Limited, including the subject property comprised in Survey No. 122/2 of Doddabidarakallu Village, stood demerged, transferred and vested with Resulting Company - 3, i.e., TVS Mobility Private Limited (formerly known as T.S. Rajam Distribution Services Private Limited), viz., the Seller herein.
- 18. Thereafter, vide Order bearing Reference No. DRO/SJN/COP/AJD/13/ 2022-23 dated 10.07.2023, the District Registrar & Deputy Commissioner of Stamps, Shivajinagar, Bengaluru, had directed payment of applicable stamp duty under the provisions of the Karnataka Stamp Act, 1957, as specified in the said Order, pursuant to the transfer and vesting of the Schedule Property in favour of TVS Mobility Private Limited (formerly known as T.S. Rajam Distribution Services Private Limited), viz., the Seller herein, in terms of the Order dated 06.12.2021 passed by the National

For TVS Mobility Private Limited Junit.

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Company Law Tribunal, Division Bench – II, Chennai, in Company Petition No. CP(CAA)24-37/CHE/2021 in CA(CAA)/14 (CHE)/2021, sanctioning the Composite Scheme of Amalgamation and Arrangement (Demerger).

- 19. Consequent to the aforesaid acquisition of lands totally admeasuring an extent of 2,306.19 square meters, the remaining extent of land measuring 2 Acres 9.7 Guntas (9,076.34 square meters or 97,697 square feet) [as per the Municipal Records of the Bruhat Bengaluru Mahanagara Palike] was assigned with Municipal No. 349/320/122/2, viz., the Schedule Property, and the Khatha in respect of the same was issued in the name of TVS Mobility Private Limited, the Seller herein, under the (i) Khatha Certificate dated 25.10.2024; and (ii) Khatha Extract dated 25.10.2024, issued by the Bruhat Bengaluru Mahanagara Palike.
- 20. Thus, in the aforestated manner, the Seller herein became the sole and absolute owner of the Schedule Property.
- D. The Seller has represented to the Purchaser that it is the absolute owner of the Schedule Property and that other than the Seller, no one else has any right, title, interest or claim over and/ or in respect of the Schedule Property. The Seller has further represented to the Purchaser that it has uninhibited rights of alienation over the Schedule Property and that it has been and continues to be in uninterrupted use, occupation, peaceful possession and enjoyment of the Schedule Property, without any let or hindrance, claim, demand from any third party in any manner whatsoever.

For TVS Mobility Private Limited

14 kil Authorised Signatory

Purchaser

Seller

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- E. The Seller has represented to the Purchaser that the Schedule Property presently comes under the jurisdiction of Bruhat Bengaluru Mahanagara Palike and that the property taxes and all statutory and other dues in respect of the Schedule Property have been paid up to date and that the Seller has also obtained the e-Khatha bearing e-PID No. 1983827228, in respect of the Schedule Property in its name.
- F. The Seller has offered to sell and convey the Schedule Property in favour of the Purchaser, and the Seller has undertaken that it shall fulfill all legal requirements leaving behind no impediments in law for the sale and conveyance of the Schedule Property to and in favour of the Purchaser herein; and the Seller has represented to the Purchaser that the Schedule Property is free from all tenancy claims and free from all encumbrances; and that the Schedule Property shall be conveyed to the Purchaser with clear and marketable title, free from all encumbrances, claims, demands, notices, etc. of any nature whatsoever from anyone.
- II. AND WHEREAS, the Seller and the Purchaser had entered into an Agreement for Sale dated 20.03.2025, registered as Document No. YPR-1-10872/2024-25, in Book-I, in the Office of the Sub-Registrar, Rajajinagar (Yeshwanthapura), Bengaluru, for sale of the Schedule Property in favour of the Purchaser herein. The building constructed on the Schedule Property has since been demolished and the Schedule Property is presently vacant land.
- **III. AND WHEREAS**, the Seller, being desirous of selling and alienating the Schedule Property, has offered the same for sale to the Purchaser and the Purchaser has agreed to purchase the Schedule Property based on the representations and warranties made by the Seller to the Purchaser as under:

For TVS Mobility Private Limited Mercil. Authorised Signatory Seller

Purchaser

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- (i) That the Seller is currently the sole and absolute owner of the Schedule Property having good, valid and marketable title over the same and that it has indefeasible and uninhibited rights of alienation over the Schedule Property.
- (ii) The Seller came to absolutely own and possess the Schedule Property in the manner stated in the recitals to this Sale Deed; and no person and/ or entity other than the Seller has any right, title, interest in or claim over the Schedule Property.
- (iii) The Seller has not done and will not do any acts, deeds or things, which are likely to curtail, restrict or prejudice its right to convey or prevent it from conveying the Schedule Property or any part thereof to the Purchaser in terms of this Sale Deed.
- (iv) The Seller has not entered into any arrangement and/ or agreement to sell (except with the Purchaser as stated above) or otherwise in respect of the Schedule Property in any manner whatsoever by whatever name it may be called, to and in favour of any third party/ies and the Schedule Property is free from all other encumbrances, mortgages, liens and charges.
- (v) The Seller represents that there is no easementary right created under any document or by any covenant or by prescription in respect of the Schedule Property or any part thereof.
- (vi) The Schedule Property and/ or any portion thereof is not Government property and/ or belongs to any department of the Government.

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Purchaser

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- (vii) There exists no distress, court or other attachment, charging order, garnishee order, recovery proceedings as arrears of land revenue, liens, charges, *lis pendens*, clogs and hindrances, minor claims or otherwise, execution or other process which a court or recovery officer or similar body or authority may use to prejudice the marketability and clear title of the Purchaser after the execution of this Sale Deed or create any restriction of any nature on the transfer of the Schedule Property or any part thereof in the manner contemplated herein, with regard to payment of any debt, tax, duty, cess or outstanding, of any nature whatsoever in respect of the Schedule Property.
- (viii) There are no acquisition/ requisition proceedings in respect of the Schedule Property pending before any Governmental/ Statutory authority.
- (ix) The Schedule Property is not the subject matter of any legal proceedings in any Court of law or before any other government, statutory, local and/or other authority.
- (x) The Schedule Property is not subject to any charges, attachments or claims for maintenance or any Wealth Tax, Income Tax or Capital Gains Tax, etc.
- (xi) There are no proceedings initiated or pending against the Seller under the Income-Tax Act, 1961, which will impediment the transfer of the Schedule Property; and there is no tax or other pending sum which are payable by the Seller with respect to the Schedule Property.
- (xii) The Seller is not barred from holding or transferring the Schedule Property under any law or regulation for the time being in force. There are no

For TVS Mobility Private Limited

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Purchaser

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impediments, legal or otherwise, for the Seller to convey full and absolute title to the Schedule Property in favour of the Purchaser, and further there are no restrictions whatsoever on the Seller from alienating the Schedule Property.

- (xiii) There are no pending disputes, actions, claims or demands with any third parties, including adjoining or neighbouring owners, with respect to the Schedule Property, or any boundary walls and fences, or with respect to any easement, right or means of access to the Schedule Property or its use and occupation.
- (xiv) There is no other matter of which the Seller is or ought to be aware, which adversely affects the value or use of the Schedule Property or its user or enjoyment or casts any doubt on the Seller's rights over the Schedule Property, and which has not been disclosed to the Purchaser.
- IV. AND WHEREAS, on the basis of the representations made herein, the Seller has offered to sell the Schedule Property to the Purchaser with an undertaking that it will fulfill all legal requirements leaving behind no impediments in law for the sale and conveyance of the Schedule Property to and in favour of the Purchaser; and the Seller has represented to the Purchaser that the Schedule Property is free of all encumbrances and further that the Schedule Property will be conveyed to the Purchaser as such, with clear and marketable title, free from all encumbrances, claims, tenancy rights, demands, notice of any nature whatsoever from anyone.
  - V. AND WHEREAS, relying on the aforesaid representations made by the Seller, and the Purchaser having conducted due diligence on the

For TVS Mobility Private Limited

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marketability and title of the Schedule Property and on being fully satisfied with the ownership and title of the Seller over the Schedule Property, has come forward to purchase the Schedule Property for valuable consideration as stated hereunder; and the Seller and the Purchaser now wish to execute this Sale Deed, for the sale and conveyance of the Schedule Property absolutely to and unto the Purchaser.

NOW WITNESSES AND IN THEREFORE THIS SALE DEED **MUTUAL** OF PREMISES, PROMISES, CONSIDERATION THE COVENANTS AND WARRANTIES SET FORTH HEREIN, IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE **PARTIES HERETO AS UNDER:** 

#### 1. ABSOLUTE SALE AND CONVEYANCE OF THE SCHEDULE PROPERTY:

1.1 In consideration of a sum of ₹. 61,50,00,000/- [Rupees Sixty One Crores Fifty Lakhs only] ("Sale Consideration"), paid by the Purchaser to the Seller in the manner hereinafter set forth and the covenants contained herein, the Seller does hereby sell, grant, convey, transfer and assign the Schedule Property, i.e., the immovable property being vacant land converted for industrial purposes measuring an extent of 2 Acres 9.7 Guntas (9,076.34 square meters or 97,697 square feet), measuring on the East to West – 74.63 meters and North to South – 121.62 meters, bearing BBMP e-PID No. 1983827228, Municipal No. 349/320 (Old No. 349/320/122/2), earlier bearing Survey No. 122/2B, situated at Ward No. 40 – Doddabidarakallu, NH 4 – Tumkur Road, Doddabidarakallu Village, Yeshwanthapura Hobli, Bengaluru North Taluk, Bengaluru Urban District, BY WAY OF ABSOLUTE SALE to the Purchaser, together with all appurtenances, estate,

For TVS Mobility Private Limited

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right, title, interest, property, whatsoever thereto belonging to the Schedule Property, free from all encumbrances, attachments, acquisition, charges and any other claims and demands whatsoever, and TO HAVE AND TO HOLD the Schedule Property hereby conveyed unto the Purchaser absolutely and forever.

# 2. <u>PAYMENT OF SALE CONSIDERATION:</u>

- 2.1 The Purchaser has paid to the Seller, the entire Sale Consideration in a sum of ₹. 61,50,00,000/- [Rupees Sixty-One Crores Fifty Lakhs only], as detailed hereunder:
  - (a) A sum of Rs. 11,88,00,000/- (Rupees Eleven Crores Eighty-Eight Lakhs only) vide Demand Draft bearing No. 012610 dated 13.03.2025, drawn on Axis Bank Ltd., Corporate Banking Branch (CBB), Bengaluru, in favour of the Seller, under the Agreement for Sale dated 20.03.2025;
  - (b) A sum of Rs. 12,00,000/- (Rupees Twelve Lakhs only) being 1% (One Percent) of the advance consideration deducted towards income-tax at source (TDS) under the provisions of Section 194-IA of the Income-tax Act, 1961 and remitted to the Department of Income-Tax, vide Challan bearing CIN No. 25032100033884UTIB (Challan Serial No. 03262) dated 21.03.2025;
  - (c) A sum of Rs. 48,94,40,290/- (Rupees Forty-Eight Crores Ninety Four Lakhs Forty Thousand Two Hundred and Ninety only) vide Demand Draft bearing No. 232394 dated 16.06.2025, drawn on Axis Bank Ltd., Malleswaram Branch, Bengaluru, in favour of the Seller;

For TVS Mobility Private Limited

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- (d) A sum of Rs. 4,05,490/- (Rupees Four Lakhs Five Thousand Four Hundred and Ninety only) vide Demand Draft bearing No. 232396 dated 17.06.2025, drawn on Axis Bank Ltd., Malleswaram Branch, Bengaluru, in favour of the Seller; and
- (e) A sum of Rs. 51,54,220/- (Rupees Fifty One Lakhs Fifty Four Thousand Two Hundred and Twenty only) being 1% (One Percent) of the balance consideration based on stamp duty value deducted towards income-tax at source (TDS) under the provisions of Section 194-IA of the Income-tax Act, 1961 and remitted to the Department of Income-Tax, vide Challan bearing CIN No. 25061600036769UTIB (Challan Serial No. 01107) dated 16.06.2025.
- 2.2 The Seller hereby acknowledges receipt of the entire Sale Consideration as hereinabove mentioned and hereby acquits, releases and discharges the Purchaser in respect of payment of the same.

# 3. **Delivery of Possession**:

3.1 The Seller has on this day delivered actual vacant physical possession of the Schedule Property to the Purchaser and the Purchaser acknowledges having taken delivery of possession of the Schedule Property. The Purchaser shall be entitled to peacefully and quietly possess, enter into, retain, hold, use and enjoy the Schedule Property as the Purchaser's own and absolute property, without any let, hindrance, interruption, claim or demand by or from the Seller or any other person claiming under or in trust for the Seller.

For TVS Mobility Private Limited

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3.2 The Seller further confirms and acknowledges that pursuant to the execution of this Sale Deed, the Seller does not possess or hold any right, title, interest and ownership rights in respect of the Schedule Property.

# 4. ORIGINAL TITLE DOCUMENTS:

4.1 The Seller has handed over original documents of title, revenue and municipal records, tax paid receipts, etc., pertaining to the Schedule Property which were in their possession to the Purchaser on the date of execution of these presents.

#### 5. PROPERTY TAXES AND OTHER CESSES:

- 5.1 The Seller shall bear and pay all the taxes, rates, charges, dues and other arrears relating to the Schedule Property to the local authorities, State or Central Government up to the date of execution and registration of this Sale Deed; and thereafter, the Purchaser shall pay all such taxes and charges relating to the Schedule Property.
- 5.2 The Seller hereby declares and covenants that the property taxes/ land revenue and public dues, if any, in respect of the Schedule Property have been paid up to date and further agrees and undertakes to pay all such property taxes/ land revenue and public dues up to the date of execution and registration of this Sale Deed; and the Seller further agrees that if any property taxes/ land revenue and public dues are found to have remained unpaid in respect of a period prior to the date of execution and registration of this Sale Deed, the Seller alone shall be liable to discharge the same.

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#### 6. <u>Representations, Declarations, Covenants and Warranties:</u>

- 6.1 The Seller does hereby represent, declare, covenant and warrant to the Purchaser that:
  - (i) The Seller is the absolute owner of the Schedule Property with uninhibited rights of alienation over the same and that other than the Seller, no one else has any right, title, interest or claim over and/ or in respect of the Schedule Property.
  - (ii) The consideration received by the Seller for sale of the Schedule Property is sufficiently provided for.
  - (iii) The Purchaser shall be absolutely entitled to the Schedule Property and shall have the complete and absolute right and liberty to sell, mortgage, lease or otherwise alienate the Schedule Property or offer the same as collateral for any loans or financial assistance to be obtained from any bank or financial institutions, without any consent of, or reference whatsoever to the Seller.
  - (iv) The Purchaser shall be entitled to deal with the Schedule Property in any manner whatsoever and howsoever the Purchaser may deem fit, necessary or appropriate.
  - (v) The Purchaser shall be absolutely entitled to own, utilize and enjoy the Schedule Property without any let or hindrance or obstruction under law or by any person whosoever claiming through the Seller and/ or on behalf of the Seller.

For TVS Mobility Private Limited

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- (vi) Whatever has been stated in this Deed of Absolute Sale, including the recitals as to the manner in which the Seller has acquired the ownership to the Schedule Property and other recitals are true and correct; and that no material fact has been concealed from the Purchaser; and
- (vii) The Seller hereby covenants and undertakes to execute such other document/s at the request and cost of the Purchaser, as may legally and reasonably be required by the Purchaser, to more fully satisfy and assure the Purchaser that the Seller is the absolute owner of the Schedule Property with uninhibited rights of alienation over the same. The Seller further covenant and undertake to do or cause to be done at all times all acts, deeds and things as may be necessary and that are reasonably and legally required for more fully and perfectly assuring the right, title, interest and peaceful and effective possession of the Schedule Property unto and in favour of the Purchaser.

# 7. **INDEMNITY**:

7.1 The Seller hereby agrees and assures to keep the Purchaser and/ or its legal representatives and successors-in-title fully indemnified and harmless against all or any loss or liability, costs, claims, action or proceedings that may arise or be initiated against the Purchaser and/ or its legal representatives and successors-in-title in respect of the Schedule Property, on account of any defect or deficiency in or want of title of the Schedule Property, any misrepresentation, falsity, incompleteness or breach of any representation or warranty or non-compliance with any laws including but not limited to environment, pollution control, labour, factories law, or non-fulfilment of or failure to perform any undertaking on the part of the Seller.

For TVS Mobility Private Limited

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7.2 The Seller hereby covenants to indemnify and hold harmless the Purchaser against all or any losses or damages which the Purchaser may sustain on account of: (i) any defect or deficiency in the title of the Seller to the Schedule Property; and (ii) breach of any representation, undertaking or covenants herein by the Seller or on account of any misrepresentation by the Seller.

# 8. TRANSFER OF KHATHA:

- 8.1 The Seller hereby gives its no-objection and further agrees to issue and sign form/s and No-Objection Certificate/s, if any, for the transfer of the Khatha and other municipal/ revenue records in the jurisdictional municipal/ revenue department in respect of the Schedule Property to the name of the Purchaser herein.
- 8.2 The Seller further agrees to co-operate with the Purchaser and shall provide necessary support and assistance so as to enable the Purchaser to obtain the Khatha and other municipal/ revenue records in respect of the Schedule Property duly transferred to the name of the Purchaser and to reflect the name of the Purchaser as the sole and absolute owner of the Schedule Property in the municipal/ revenue records.

# 9. STAMP DUTY AND REGISTRATION FEE:

9.1 The stamp duty and registration charges payable in accordance with law and incidental to this Sale Deed has been borne by the Purchaser.

# For TVS Mobility Private Limited

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#### **SCHEDULE**

#### SCHEDULE PROPERTY

All that piece and parcel of immovable property being vacant land converted for industrial purposes, measuring an extent of 2 Acres 9.7 Guntas (9,076.34 square meters or 97,697 square feet), measuring on the East to West – 74.63 meters and North to South – 121.62 meters, bearing BBMP e-PID No. 1983827228, Municipal No. 349/320 (Old No. 349/320/122/2), earlier bearing Survey No. 122/2B, situated at Ward No. 40 – Doddabidarakallu, NH 4 – Tumkur Road, Doddabidarakallu Village, Yeshwanthapura Hobli, Bengaluru North Taluk, Bengaluru Urban District, and bounded as follows:

On the East by	1	Land belonging to Mysore Wire Products Limited in
		Survey No. 122/1;
On the West by		Land belonging to Prakash Roadlines Limited in Survey
		No. 122/3;
On the North by	•	Bagalagunte Village Boundary & Grazing Land; and
On the South by	:	National Highway 4 – Bengaluru Tumkur Road.

Together with all appurtenances, estate, right, title, interest, property, entitlement, claims and demands whatsoever thereto to and in relation to the aforementioned property.

A sketch of the Schedule Property demarcating the land area and boundaries thereto is annexed hereto as 'ANNEXURE – A'.

Market Guideline Value of the Schedule Property is Rs. 63,54,22,000/-; and stamp duty and registration fees is accordingly paid thereon.

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For TVS Mobility Private Limited

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**IN WITNESS WHEREOF** the Parties hereto have executed this DEED OF ABSOLUTE SALE on the day, month and year first above written, in the presence of the following Witnesses:

**SELLER: PURCHASER:** For TVS Mobility Private Limited Reputeris. Authorised Signatory **BRIGADE HOTEL VENTURES LIMITED TVS MOBILITY PRIVATE LIMITED** Represented by its Authorized Signatory, Represented by its Authorized Signatory, Mr. Pradyumna Krishnakumar Mr. K.R. Ananthakrishnan WITNESSES: (2)(1)S. Balap Name: Udaya Kumar A. Name: S. Balaji Address: 29th & 30th Floor, World Trade Address: F1, LS Apartment, Center, Brigade Gateway Campus, No. 43/21, Janakiraman Street, 26/1, Dr. Rajkumar Road, Malleswaram-West Mambalam, Rajajinagar, Bengaluru - 560 055. Chennai - 600 033. SSO Drafted by: OLICITORS

C.R. Muralldharan, Parti **DUA ASSOCIATES** Advocates & Solicitors No. 130/1, Ulsoor Road, Bengaluru – 560 042.

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ANNEXURE – A Sketch of Schedule Property



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