

AFFIDAVIT CUM DECLARATION

I, **Mr. VENUGOPAL REDDY. N.** aged about 34 years,
S/o Sri. Venkatarami Reddy,

of **M/s. NVR DEVELOPERS,**
A Partnership firm having its office at
No. 55, 3rd Floor, Room No.6,
Sapthagiri Layout, Belathur Colony,
Kadugodi Post, Bangalore – 560 067,

Promoter/Developer of the proposed Project **Sri. Jayappa V.** aged about 51 years, S/o Late Sri. Veerabhadrappa, **Mr. R. Anjanappa**, aged about 50 years, S/o Lates Sri Ramaiah and others land owners bearing No. **Converted Sy.No.28, measuring about 1 Acre 20 Guntas excluding kharab** {converted vide order No. ALN (EBK) CR/83/14-15 dated.21/02/2015, issued by Deputy Commissioner Bangalore District}, **Present BBMP Katha No.143**, Situated at Kumbena Agrahara Village, Bidarahalli Hobli, Bangalore East Taluk.
AND

Sy No. 30 {converted vide No. Land /0017072 dated 08/05/2019 issued by Deputy Commissioner Bangalore District}, present **Khata SI No: 20** measuring 35 Guntas.
AND

Sy.34/1, measuring 1 acre 03 Guntas plus 05 Guntas Kharab out of 1 Acre 06 Guntas {converted vide No. LAND10017140, dated 29/05/2019 issued by Deputy Commissioner Bangalore District}, present BBMP **Khata No. 418**, situated at Kumbena Agrahara Village, Biderahalli Hobli, Bangalore East Taluk.
AND

Sy.No 31/2, measuring 16 Guntas {converted vide order No: LAND10017144, dated 29/05/2019, issues by Deputy Commissioner Bangalore District } present BBMP Khata **SL No: 421**.

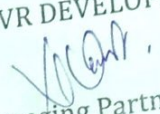
owner on which the "Project "NVR Sunpearl Block B"to be developed/developed do hereby solemnly affirm and jointly state on ora ath as follows:

For NVR DEVELOPERS

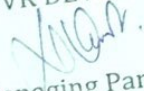

Managing Partner

1. I, the Second Deponent Sri. Jayappa V, Mr. R. Anjanappa and others is the owner of the Said Land having valid right, title and interest over the Said Land who has entered into the Joint Development Agreement dated 05.08.2019 and 12.12.2019, registered as Document Nos.BKC 8374/2019-2020, 4146/2019-2020, 4143 /2019-2020 in the office of Sub-Registrar, KR Puram, Bangalore ("JDA") with the 1st Deponent for the Development of the Said Land by constructing NVR Sunpearl Building. The copy of the JDA is annexed herewith as Annexure "—".
2. I, the Second Deponent, hereby undertake to indemnify the allottees on the following:
 - a) In the event of any dispute related to the title of the property.
 - b) Transfer of land in contravention of the restriction imposed under Section 61 of the Karnataka Land Act and Rules Framed thereunder.
 - c) Alienation of land in contravention of Section 74 of the Karnataka Land Reforms Act 1961.
 - d) Transfer of Lands in contravention of the provisions of the Karnataka Village Officers Abolition Act 1961.
 - e) Transfer of Lands in contravention of the provisions of the Karnataka Land Grant Rules Act 1969.
 - f) Transfer of land in contravening the provisions of Section 79-B of the Karnataka Land Reforms Act 1961 (Imposing prohibition of holding Agricultural Land by Certain persons No. RD 132 ERG 76 (P) dated 3.7.1985.
 - g) Registration does not involve violation of section 22A of the registration Act 1908.
 - h) Transfer of land during the period in which a notification published under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894 is in force in respect of such Land).
 - i) Transfer of Land in respect of which a notification published under section 17 of the Bangalore Development Authority Act 1976 (Karnataka Act 12 of 1976) is in force.
 - j) Transfer of site during the subsistence of the Lease Cum Sale Agreement entered into by the allottee with the Bangalore Development Authority (Allotment of Sites Rules) 1984 (Sl. No. 9, 10, 11 and 12 issued as per Notification No. RD 132 ERG 76 Bangalore, dated 20th June 1988.
3. That apart, the 1st Deponent/Promoter hereby specifically undertakes that, all the obligations and issues with respect to conferment of common amenities, common facilities to the Units fallen to the share of both the Developer and the Owners in terms of the JDA and shall be dealt, provided, complied and resolved solely by the 1st Deponent.

For NVR DEVELOPERS

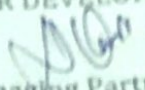

Managing Partner

4. We, the Deponents have become jointly entitled to the Built-up area in terms of the Joint Development Agreement and our entitlements have been identified in the Supplementary/Sharing/Addendum Agreement dated -----, The copy of the Sharing Agreement is annexed herewith as Annexure "-----".
5. We, the Deponents jointly undertake that we shall be respectively/individually be liable and answerable to the Purchaser/s of the Unit/s pertaining to our shares and will indemnify the Purchaser/s in event of any breach of the terms and conditions of any Agreements, Deeds pertaining to the sale of Units and its ancillary obligations.
6. That the time period within which the Project shall be completed by us is 30/06/2023.
7. The Second Deponent hereby undertakes that, he/she/they shall open a separate bank account for deposit of seventy per cent (70%) of realisations from the Allottees for sale of his/her/their share independently, till completion of the Project development with agreed specification including in obtaining the occupancy/completion certificate for development of project.
8. The First Deponent hereby undertakes that, seventy per cent of the amounts realized by us for the real estate project from the Allottees, from time to time, shall be deposited in a separate account to be maintained in a Scheduled Bank to cover the cost of construction and the land cost and shall be used only for that purpose.
9. We further swear that the amount from the separate account, to cover the cost of the Project, shall be withdrawn in proportion to the percentage of completion of the Project.
10. We swear that the amount from the separate account shall be withdrawn after it is certified by an engineer, an architect and character account in practices that the withdrawal is in proportion to the percentage of completion of the project.
11. That we the Promoter/ land owners shall get the account audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such Chartered account and it shall be verified during the audit that the amount collected for a particular project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

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12. That we the Promoter/s and land owner/s shall take all the pending approvals on time, for the competent authorities.
13. That we the Promoter/s and land owner/s have furnished such other documents as have been prescribed by the Rules and Regulations made under the Act.
14. That we the Promoter/s and land owner/s shall not discriminate against any allottee at the time of allotment of any apartment, plot or a building, as the case may be, on any grounds.

For NVR DEVELOPERS


Managing Partner

Promoter
(GPA holder)