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VAISHNAVI 81 INFRASTRUCTURES LLP Purchased by

Description of Document Article 4 Affidavit

AFFIDAVIT Description

Consideration Price (Rs.)

(Twenty only) **VAISHNAVI 81 INFRASTRUCTURES LLP** First Party

Second Party

VAISHNAVI 81 INFRASTRUCTURES LLP Stamp Duty Paid By

Stamp Duty Amount(Rs.)

(Twenty only)



Please write or type below this line

JOINT AFFIDAVIT CUM DECLARATION

We, Mr. K.R Shoban Babu son of K. Ramachandran, aged about 52 years, the Authorised Signatory of M/s. Vaishnavi 81 Infrastructures LLP, having its office at No.2/2 Walton Road, Off Vittal Mallya Road, Bangalore-560001, Promoter/Developer of the proposed residential Project and 1)M/s. Sharada Pictures & Infrastructure Private Ltd. (Formerly known as M/s. Sharada Pictures Bangalore Private Limited) represented by its Director Mr. VedmanuMoola and 2a)Mrs. R. Jayashree Devi D/o (late) Mr. A. E. Madhavaram Naidu aged about 73 years, 2b)Mr. R. Vidya Prakash S/o Mr. Ramesh Babu aged about 51 years, 2c)Mrs. R. Roopa Rani

Statutory Alert:

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Regd. No. 1011 Exp. 23.9.202

D/o Mr. Ramesh Babu aged about 30 years, 2d)Ms. Niveditha Naren D/o Mrs. R. Roopa Rani aged about 31 years and 2e)Ms. Nischitha Naren D/o Mrs. R. Roopa Rani aged about 27 years, being the Owners represented by their GPA holder M/s. Vaishnavi 81 Infrastructures LLP in respect of the land bearing Municipal No.12, (PID No.81-14-12), totally measuring 29,577 square feet, comprising of a)Old No.12 (previously known as 12 & 14(even earlier as No.7/1) and b)Old No.10/1(even earlier Nos. 10/1 & 10/2), situated at St. Johns Road, Municipal Ward No.81/Ulsoor, Bangalore ("Said Land"), on which the "Project "VAISHNAVI PREMIERE" to be developed do hereby solemnly affirm and jointly state on oath as follows:

- 1. We, the Second Deponents 1)M/s. Sharada Pictures & Infrastructure Private Ltd., (Formerly known as M/s. Sharada Pictures Bangalore Private Limited) represented by its Director Mr. VedmanuMoola and 2a)Mrs. R. Jayashree Devi, 2b)Mr. R. Vidya Prakash, 2c)Mrs. R. Roopa Rani, 2d)Ms. Niveditha Naren and 2e)Ms. Nischitha Naren D/o Mrs. R. Roopa Rani are the owners of the Said Land having valid right, title and interest over the Said Land who have entered into the Joint Development Agreement both dated 02/07/2021, registered as Document No. SHV-1-00951/2021-22 and SHV-1-00950/2021-22 of Book-I, both stored in CD No. SHVD895, in the office Sub-Registrar, Shivajinagar("JDA") with the 1st Deponent for the Development of the Said Land by constructing residential Building.
- **2.** We, the Second Deponents 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 subsection (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894 is in force in respect of such Land).

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.

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(a) (Indown)

- 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.
- **4.** We, the Deponents have become jointly entitled to the Built-up area in terms of the Joint Development Agreement and our entitlements shall be identified in the proposed Supplementary/Sharing Agreement
- 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 pertaing to the sale of Units and its ancillary obligations.
- **6.** That the time period within which the Project shall be completed by us by February 2025 subject to grace period of 6 months and Force majeure.
- 7. The Second Deponent hereby undertakes that, they shall open a separate bank account for deposit of seventy per cent (70%) of realizations 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, (70%) seventy per cent of the amounts realized from their Allottees, on its sales 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.

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- 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 charted 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.
- **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.

First Deponent (Promoter/Developer)

M/s Vaishnavi 81 Infrastructures LLP
Authorized Signatory

Mr. K.R Shoban Babu

Second Deponent (Land Owners)

GPA Holder

M/s Vaishnavi 81 Infrastructures LLP Represented by its designated Partner

Mr. Darshan Govindaraju

Place: Bangalore Date: 21/02/2022 ATTESTED BY ME

M NARENDRAN B A LL B
Advocate & Notary
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M V Garden Halasuru
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Mobile No 9611321537

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