



Government of Karnataka

e-Stamp

Certificate No.	: IN-KA15724117228522W
Certificate Issued Date	: 31-Jan-2024 11:35 AM
Account Reference	: NONACC (FI)/ kabacsl08/ M G ROAD1/ KA-SV
Unique Doc. Reference	: SUBIN-KAKABACSL0895284426051745W
Purchased by	: PRESTIGE ESTATES PROJECTS LIMITED
Description of Document	: Article 4 Affidavit
Description	: AFFIDAVIT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PRESTIGE ESTATES PROJECTS LIMITED
Second Party	: NA
Stamp Duty Paid By	: PRESTIGE ESTATES PROJECTS LIMITED
Stamp Duty Amount(Rs.)	: 20 (Twenty only)



Please write or type below this line

AFFIDAVIT CUM DECLARATION

We, 1) **M/s. PRESTIGE ESTATES PROJECTS LIMITED**, a company incorporated under the provisions of Companies Act, having its registered office at 'Prestige Falcon Tower', No.19, Brunton Road, Bangalore - 560 025, represented by its Executive Director, Business Development **Mr. Swaroop Anish** (Promoter/Developer);



Statutory Alert:

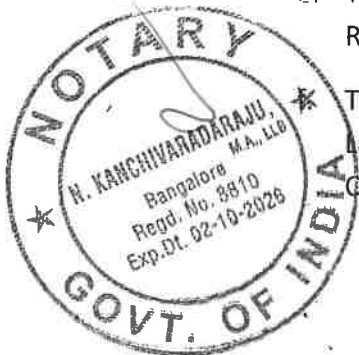
1. The authenticity of the Stamp certificate should be verified at www.shoestamp.com or using e-Stamp Mobile App of Stock Holding Corporation of India.
2. Any discrepancy in the details on the Certificate and as available on the website / Mobile App renders it invalid.
3. The duty of checking the legitimacy is on the users of the Certificate.
4. In case of any discrepancy please inform the Competent Authority.



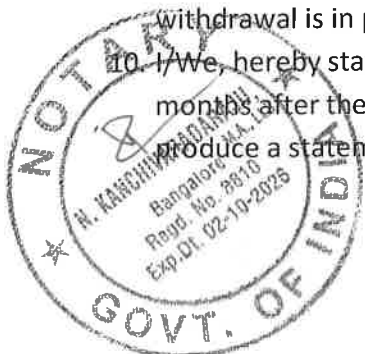
2) M/s. ZONASHA ESTATE AND PROJECTS PRIVATE LIMITED, a Private Limited Company having its registered office at No. 1075, 12th Main, 8th Cross, Indiranagar, Bangalore – 560038 (OWNER) represented by its Power of Attorney Holder M/s. PRESTIGE ESTATES PROJECTS LIMITED, having its registered office at 'Prestige Falcon Tower', No.19, Brunton Road, Bangalore - 560 025, represented by its Executive Director, Business Development Mr. Swaroop Anish, do hereby solemnly affirm and state on oath as follows:

1. I/We hereby state that the Deponent No. 1 is the Developer/Promoter and the Deponent No. 2 is the Owner of the said land. The Deponent Nos. 1 and 2 have entered into a Joint Development Agreement dated 07/06/2023, registered as Document No. 00958/2023-24, Book-1, Stored in CD No. HLSD 1292 in the office of the Sub-Registrar, Shivajinagar (Halasuru) and that the Deponent No. 2 is the absolute owner having valid right, title and interest over the said land.
2. I/We hereby state that the Deponent No. 2 is the Land Owner in respect of non-agricultural, residentially converted land bearing Sy. Nos. 38/1, 38/2, 38/3, 38/4, 38/5, 39/1, 39/2, 39/3, 39/4, 40/1, 40/2, 40/3, 40/5, 40/6, 41/2, 41/3, 41/4, 41/5, 41/6, 41/8, 48/6A, 48/6B, 48/7, 48/8, 48/9, 48/10, 48/11, 48/12, 48/13, 48/14, 48/15 measuring 6 Acres 23.5 Guntas duly converted to non-agricultural residential purpose vide Official Memorandum, situated at Ramagondanahalli Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru ("said Land") of the 'PRESTIGE SOMERVILLE' ("the Project"), to be developed on the said land.
3. I/We, hereby state that the Deponent No.1 & 2 have confirmed that their title and ownership to the said lands are valid, good, marketable and subsisting and that no one else has any right, title, interest or share or claim in respect of the said lands and that the said lands are not subject to any encumbrances or any third party claims and I/We hereby undertake to indemnify the Prospective Purchaser, Allottee/s of the project 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 Reforms 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 Karnataka Village Officers Abolition Act 1961.
 - e. Transfer of lands in contravention of Provisions of the Karnataka Land Grant Rules 1969.

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 Land Acquisition Act, 1984 (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 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.
- k. That apart the First 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 Owner in terms of JDA and shall be dealt, provided, complied and resolved solely by the First Deponent.
4. I/We, the Deponents jointly undertake that I/we shall be respectively/individually be liable and answerable to the Allotte/s, prospective Purchaser/s of the Unit/s pertaining to our shares and will indemnify the Purchaser/s in the event of any breach of the terms and conditions of any Agreements, Deeds pertaining to the Sale of Units and his ancillary obligations.
5. I/We, hereby state that the time period within which the project shall be completed by 31/12/2027.
6. I/We, hereby state that the Deponent No.1 hereby undertakes that, it shall open a separate bank account for the deposit of 70% realizations from the Allottees for sale of his/her/their/its share independently, till completion of the Project development with agreed specification including in obtaining the occupancy/completion certificate for development of project.
7. I/We, hereby state that the Deponent No.1 hereby undertakes that, seventy percent (70%) of the amounts realized by us for the real estate project from the Allottees, from 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.
8. I/We, hereby state 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.
9. I/We, hereby state that the amount from the separate account shall be withdrawn after it is certified by the engineer, an architect and the chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the Project.
10. I/We, hereby state that we the Promoter/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



A handwritten signature in black ink, consisting of a stylized 'V' followed by a flourish.

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.

11. I/We, hereby state that we the Promoter and the Owner shall take all the pending approvals on time for the competent authorities.
12. I/We, hereby state that we the Promoter and the Owner have furnished such other documents as have been prescribed by the Rules and Regulations made under the Act.
13. I/We, hereby state that we the Promoter and the Owner shall not discriminate against any Allottee/s at the time of allotment of any Unit/Apartment, plot or a building, as the case may be on any grounds.

WHEREAS, the Promoter and the Owner do hereby state and verify that the contents of this Affidavit cum Declaration is true and correct to the best of our knowledge, information and belief, no part of it is false and nothing material has been concealed there from.

VERIFICATION

The Contents of this Affidavit cum Declaration are true and correct to the best of my knowledge, information and belief.

Verified by me on this the 2nd day of February, 2024 at Bengaluru



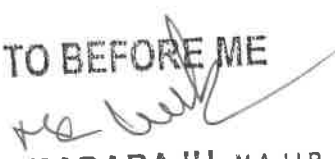

(DEPONENT No. 1)

For M/s. PRESTIGE ESTATES PROJECTS LIMITED


(DEPONENT No. 2)

represented by their GPA holder M/s. Prestige Projects Private Limited, represented by its authorized signatory Mr. Swaroop Anish

SWORN TO BEFORE ME


N. KANCHIVARADARAJU, M.A. LLB
ADVOCATE & NOTARY PUBLIC
GOVERNMENT OF INDIA
66/67, 5th Cross, Jyothi Nagar,
Chandra Layout, Bangalore - 560 072.
Mob : 9008573379

02 FEB 2024 4