

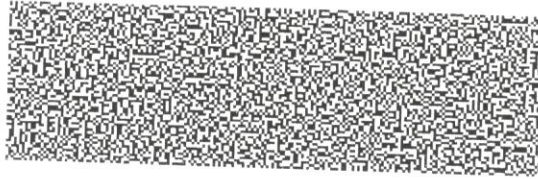
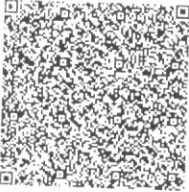


INDIA NON JUDICIAL

Government of Karnataka

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Certificate No. : IN-KA48410517742303V
Certificate Issued Date : 22-Nov-2023 12:36 PM
Account Reference : NONACC (FI)/ kagcs108/ RAJARAJESHWARI NAGAR/ KA-JY
Unique Doc. Reference : SUBIN-KAKAGCSL0865397255541396V
Purchased by : ELITE INFRASTRUCTURES
Description of Document : Article 4 Affidavit
Description : JOINT AFFIDAVIT FROM PROMOTER AND LAND OWNER
Consideration Price (Rs.) : 0
(Zero)
First Party : ELITE INFRASTRUCTURES
Second Party : RERA KARNATAKA
Stamp Duty Paid By : ELITE INFRASTRUCTURES
Stamp Duty Amount(Rs.) : 20
(Twenty only)



Please write or type below this line

Note:

As per Section 38(2) of the Act, the Authority is vested with the power to regulate its own procedure; accordingly, the Authority is empowered to ask the joint affidavit cum declaration from the landowner and developer, in order to complete the

Statutory Alert:

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

registration of the real estate Project developed under the joint development scheme.

AFFIDAVIT CUM DECLARATION

I, **JASWAN CHOWDARY B R** Son of Mr. Raghupathi Naidu A., aged about 32 Years is the Partner of **M/S. Elite Infrastructures**, having its office at **No. 261, 8th Main, BEML Layout, 3rd Stage, Raja Rajeshwari Nagara, Bengaluru 560 098**. Hereinafter referred as the 1st deponent and promoter of the proposed Project Namely "**ELITE BROOKVALE**" and **MR. B. V. VENKATESH & Others** aged about 65 years being the land bearing Khatha No. 4985/61/1A7, Near ST Mary's Nirmalagiri School, Uttarahalli Kengeri Main Road, Adjacent to BGS Hospital, Kengeri Village, Bengaluru 560 060 totally measuring 2124.39 Square Mtrs., ("Said Land"), Land owners on which the Project **Elite Brookvale** to be developed do hereby solemnly affirm and jointly state on oath as follows:

1. We, the Second Deponents **Sri. B. V. Venkatesh & Others** are the owners of the Said Land having valid right, title and interest over the Said Land who has entered into the Joint Development Agreement dated 06/04/2022, registered as Document No. 140/2022-23, in the office Sub-Registrar, Jayanagar (Raja Rajeshwari Nagara), Bengaluru with the 1st Deponent for the Development of the Said Land by constructing **Residential Apartment**.
The copy of the JDA is annexed herewith as Annexure "A".

2. We, the Second Deponents, **Sri. B. V. Venkatesh & Others** 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.



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 Sharing Agreement dated _____.
The copy of the Sharing Agreement is annexed herewith as Annexure "B".
5. We, the Deponents jointly undertake that we shall be respectively/individually 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 pertain to the sale of Units and its ancillary obligations.
6. That the Said Land is not mortgaged.
7. That the time period within which the Project shall be completed by us is **31/12/2025**.
8. The 1st Deponent hereby undertakes that, he/she/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.
9. 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.
10. 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.



11. We swear that the amount from the separate account shall be withdrawn after it is certified by an engineer, an architect and chartered account in practices that the withdrawal is in proportion to the percentage of completion of the project.
12. 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.
13. That we the Promoter and land owners shall take all the pending approvals on time, for the competent authorities.
14. That we the Promoter and land owners have furnished such other documents as have been prescribed by the Rules and Regulations made under the Act.
15. That we the Promoter and land owners 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.

Place: **BENGALURU**

Date: **26/ 10/ 2023**

Deponents

