

INDIA NON JUDICIAL

Government of Karnataka

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AFFIDAVIT CUM DECLARATION

We,

MR.MARAM NAGARJUNA REDDY

S/o Sri.Ramabrahma Reddy, aged about 40 years

Please write or type below this line

Authorised signatory of M/S SRI JAGATI PROPERTIES,

For SRI JAGATI PROPERTIES

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A registered Partnership firm having its
A registered Partnership Firm having it's office at:
#5/5, Khata No.309, 1st Floor, B Block, VMR
Complex, Thubarahalli, Kundalahalli Gate,
Bangalore - 560 066.

The Promoter / Developer of the proposed Project ("FIRST DEPONENT")

AND

1 Sri. RAJAPPA,

Aged about 44 Years, S/o Appajappa,

AADHAAR CARD NO: 8673 3864 6888

PAN CARD NO: AURPA6469J

2.Smt. ARUNA.P

Aged about 36 Years W/o Sri.Rajappa

Aadhaar Card No: 853170696068

Both are Residing No.26/1, Madhura Nagar, 3rd Stage, Gullekaipura, Bangalore-560087.

The Land Owners ("SECOND DEPONENT")

do hereby solemnly affirm and jointly state an oath as follows:

- 1. We, the Second Deponent, the absolute owners of the property bearing absolute Owners of Undeveloped Converted land bearing Sy No.26/1 measuring 1 Acre 33.5 Guntas out of 3 Acres 08.12 Guntas situated at **Gullakayipura** Village, Anugondanahalli **Hobli, Hoskote** Taluk Bangalore Rural district Bangalore, have entered in to the Joint Development Agreement on 25-11-2022, which is duly registered as Document No. HSK-1-12033-2022-23, stored in HSKD1696, in the office of Sub-Registrar, Hoskote with the First Deponent to construct an Apartment in said land .The copy of the JDA is annexed herewith as Annexure "A".
- 2. We, 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.
 - Transfer of land in contravention of the restriction imposed under Section 61 of the Karnataka Land Act and Rale Framed thereunder.
 - c) Alienation of lands in contravention of Section 74 of the Karnataka Land Reforms Act 1961.

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- 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 Lands in contravention 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 **03/07/1985.**
- g) Registration does not involve violation of section 22A of the registration Act 1908.
- h) Transfer of Lands during the **period** in which a notification publication under sub-section (1) of Section 4 of the **Land** Acquisition Act, **1894** (General Act 1 **of 1894** is in force in respect of such Land).
- i) Transfer of Lands in respect of which a notification **published** under section 17 of the Bangalore Development Authority Act (Karnataka Act 12 of 1976) is in force.
- j) Transfer of site during the subsistence of die Lease Cam Sale Agreement entered into by the allottee with the Bangalore Development Authority (Allotment of Sites Rules) 198J (Sl. No.9, 10, 11 and 12 issued as per Notification No. RD 132 ERG76 Bangalore, dated 20 June 1988.
- 3. That apart, the First Deponent / Promoter and Second Deponent hereby specifically undertakes that, all the obligations and issues with respect to conferment of common amenities, common facilities to the Units fallen to their respective share in terms of the JDA and shall be dealt, provided, complied and resolved by the First Deponent or the Second Deponent to who's share the units are allocated.
- 4. We, the Deponents have become entitled to proportionate share in the Built-up area in tennis of the Joint Development Agreement.
- 5. We, the Deponents undertake that we shall be respectively liable and answerable to the Purchaser/s to 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 within which the Project shall be completed by us is 35 Months, i.e by 31/OCTOBER/2026, the project will be completed

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- 7. The First Deponents 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. We further swear that the amount from the separate account, to cow the cost of the Project, shall be withdrawn in proportion to the percentage of completion of the Project.
- We swear that the amount from the separate account shall be 9. withdrawn after it is certified by an engineer, an architect and charmed accountant in practice that the withdrawal is in proportion to die percentage of completion of the project.
- 10. 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.
- 11. That we the Promoter/s and land owner/s shall take all the pending approvals on time, for the competent authorities.
- That we the Promoter/s and land owner/s have furnished such other 12. documents as have been prescribed by the Rules and Regulations made under the Act.
 - That we the Promoter/s and land owner/s shall not 13. discriminate against any allottee at the time of allotment of any apartment, as the case may be, on any grounds.

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Promoter/ (First Deponent)

Land Owners/ (Second Deponent) SWORN TO BE