

INDIA NON JUDICIAL

Government of Karnataka

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-KA92774632533471W

06-Jan-2024 01:11 PM

NONACC/ kakscsa08/ Ramagondanahalli/ KA-RJ

SUBIN-KAKAKSCSA0850878555049654W

SEKHAR BUILDERS AND INFRATECH PVT LTD

Article 4 Affidavit

AFFIDAVIT

0 (Zero)

SEKHAR BUILDERS AND INFRATECH PVT LTD

M SAVITHRAMMA AND OTHERS

SEKHAR BUILDERS AND INFRATECH PVT LTD

40

(Forty only)

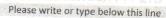
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Through Out Sengaluju City Reg. No/ 21515 Term Expiry Date 08-03-2025



AFFIDAVIT CUM DECLARATION

I, DV SEKHAR, son of D. NARAYANA RAO, aged 62 years, , M.D of M/s./SEKHAR BUILDERS AND INFRATECH PVT LTD, having registered office at No. 403, Greater Kylash Apartments, Beside Church, Murugeshpalya, Old Airport road, Bangalore, Developer of the proposed Projects SEKHAR OAKWOODS Phase 1 Situated at Sy No 80/1,80/2 and 80/4 Dommasandra Village, Bidarahalli Hobli, Bangalore East Taluk, and

> For Sekhar Builders & Infratech Pvt. Ltd. racionas.

> > Director

Statutory Alert:

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

Mrs. M.SAVITHRAMMA, Aged about 62 years, Mrs N.N. SHOBHA aged about 44 years, Ms. KAVYA.M, aged about 22 years, Mr. TEJAS.M, aged about 21 years, Mrs. B. 45 about aged SHOBHA, LAKSHMI, aged about 35 years, Collectively referred as the Land Owners represented by GPA Holder D V SEKHAR, son of D. NARAYANA RAO, aged 62 years, , M.D of M/s. SEKHAR BUILDERS AND INFRATECH PVT LTD here on absolute owners of all that piece and parcel of the immovable Property bearing Converted Sy No.80/1, {Converted vide Order No.ALN(E.B.K)SR/15/17-18, dated.30/11/2017, issued by the Deputy Commissioner, Bangalore District}, E-Katha No. 150200401700321204, bearing Converted Sy No.80/2, {Converted vide Order No.ALN(E.B.K)SR/14/17-18, dated.30/11/2017, issued by the Deputy Commissioner, Bangalore District}, present E-Katha No. 150200401700321207 and bearing Old Sy No.80/4A & 4B, NewConverted Sy No.80/4, {Converted vide Order No.ALN(E.B.K)SR/16/17-18, dated.18/01/2018, issued Bangalore District}, present E-Katha Deputy Commissioner, 150200401700321205 Situated at DOMMASANDRA Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, on which the Project SEKHAR OAKWOODS PHASE 1 to developed do hereby solemnly affirm and jointly state on oath as follows:

- We, the Second Deponent Land Owners, are the owners of the Said Land having valid right, title and interest over the Said Land who has entered into the Joint .registered dated.10/05/2019 Agreement Development the office Sub-Registrar, Shivajinagar No.2848/2019-20 of Book-I, stored (Banaswadi), Bangalore ("JDA") with the 1st Deponent for the Development of the Said Land by constructing Resedential Apartment Building. The copy of the JDA is annexed herewith as Annexure "A"
- We, the Second Deponent Land Owners, hereby undertake to indemnify the allottees 2. 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.
 - Transfer of land in contravening the provisions of Section 79-B of the f) 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. Through Out Sengaluru City Reg. No. 2\515 Term Expiry Date 08-03-202

For Sekhar Builders & Infratech Pvt. Ltd.

Director

- 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).
- 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 1stDeponent.
- 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 Agreement dated 16/01/2023 The copy of the Sharing Agreement is annexed herewith as Annexure "B".
- 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 Said Land is not mortgaged as on this date.
- 7. That the time period within which the Project shall be completed by us is 31/07/2025
- 8. The Promoter 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.

For Sekhan Builders & Infratech Pvt. Ltd.

Director

- 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 character 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 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.
- 13. That we the Promoter/s and land owner/s shall take all the pending approvals on time, for the competent authorities.
- 14. 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.

15. 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 Sekhar Builders & Infratech Pvt. Ltd.

Director

Promoter

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Impugh Out
Sengaluru City
Reg No 21515
Term Exptry Date
08-03-2025
OF TOP TO Sekhar Builders & Infratech Pvt. Ltd.

Director

Land owners

1st Floor, Varthur Main Road
Varthur, Bengaluru - 560 087