

INDIA NON JUDICIAL

Government of Karnataka

Rs.

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DNR CORPORATION PVT LTD AI/ P DRUCHASED BY ON PVT LTI/ DNR Description of Document	DNR CORPORATION PVT LTD AND KRISHNAPRIYAREALTY LLP Article 4 Affidavit RISHNAPRIYAREALTY LLP
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As per Section 38(2) of the Act.

JOINT AFFIDAVIT CUM DECLARATION

We, Vipul Kumat, son of Sri. Vinod Kumar Kumat, aged about 48 years, Managing Director of M/s. DNR CORPORATION PVT LTD, PROMOTER/ DEVELOPERS, having its office at No. A-304, Queens Corner, Queens Road, Bangalore -560 001, Promoter/Developer of the proposed Project/Project, and M/s Krishnapriya Reality LLP, (PAN: AAUFK4315Q) a

For KRISHNAPRIYA REALITY LLP

Managing Partner y

DNR CORPORATION PVT LTD AND KRISHNAPRIYAREALTY LLP. DNR CORPORATION PVT LT P. DNR CORPORATION PVT LTD AND KRISHNAPRIYAREALTY LLP. DNR CORPORATION PVT

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- 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.
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Limited Liability Partnership having its registered office at No. 100/1, Citi Centre, Opposite to Town Hall, J.C. Road, Bengaluru – 560 002, represented by its Designated Partner, Mr. Avnash Amarlal (Aadhar No. 6476 7740 8988), being the land Owner/s of property bearing BBMP Khatha Serial No. 1 Survey No. 129 & 130, earlier bearing Survey No. 129 and Survey No. 130, measuring 13700.95 Sqmt or 1,47,477 square feet (converted vide Official Memorandum in No. ALN(E)(B)SR:5/09-10, dated 29/05/2009 issued by the Special Deputy Commissioner, Bengaluru District,) situated at Byrathi Village, Bidarahalli Hobli, Bengaluru East Taluk and Survey No. 103/1, measuring 2 acres, Survey No. 103/2, measuring 2 acres, Survey No. 103/3, measuring 1 acre 23 guntas, in all measuring 5 acres 23 guntas or 2,42,847 square feet, situated at Chikka Gubbi Village, Bidarahalli Hobli, Bengaluru East Taluk ("Said Land"), owner on which the "Project "DNR PARKLINK" to be developed, do hereby solemnly affirm and jointly state on oath as follows:

- I, the Second Deponent M/s. Krishnapriya Reality LLP, (PAN: AAUFK4315Q) a Limited Liability Partnership having its registered office at No. 100/1, Citi Centre, Opposite to Town Hall, J.C. Road, Bengaluru 560 002, represented by its Designated Partner, Mr. Avnash Amarlal (Aadhar No. 6476 7740 8988), is the owners of the Said Land having valid right, title and interest over the Said Land who has entered into the Development Agreement dated 25-04-2022, registered as Document No.INR-1-00980/2022-23 of Book-I, stored in CD No.INRD1059, in the office Sub-Registrar, Shivajinagar (Indiranagara), Bengaluru ("JDA") with the 1st Deponent for the Development of the Said Land by constructing Residential Apartment Building. The copy of the Development Agreement is annexed herewith as Annexure "A".
- 2. I, the First and Second Deponent ie., the Owners 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.
 - 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.

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FOR DNR CORPORATION PVT. LTD.

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- 3. That apart, the 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 DA and shall be dealt, provided, complied and resolved solely by the Deponent.
- 4. We, the Deponents have become jointly entitled to the Built-up area in terms of the Development Agreement and our entitlements have been identified.
- 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 pertaining to the sale of Units and its ancillary obligations.
- 6. That the Said Land is not mortgaged with any banks as on date.
- 7. That the time period within which the Project shall be completed by us is
- 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.
- 9. The Promoter 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.

For KRISHNAPRIYA REALITY L

Managing Partner

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For DNR CORPORATION PVT. LTD.

- 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.
- That we the Promoter/s and land owner/s shall not discriminate against any allottee 15. at the time of allotment of any apartment, plot or a building, as the case may be, on any grounds. FOR DNR CORPORATION FVI. LTD.

Bengaluru

Dated:

For KRISHI

Managing Partner Land owner/s

Deponents

SWORN TO BEFORE ME ALVISHWANATH, B.Com., L

ADVOCATE AND NOTARY No. 14/80, 12th Moin, 2nd Block Near ESI Hospital & Sri Anjaneya Temple Rajajinagar, BANGALORE 560 010

Cell: 98452 78489