

### INDIA NON JUDICIAL

# **Government of Karnataka**

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-KA31073564194777W

15-Feb-2024 10:39 AM

NONACC (FI)/ kacrsfl08/ JAYANAGAR7/ KA-JY

: SUBIN-KAKACRSFL0825061208363729W

SHILPA HIGHRISE PRIVATE LIMITED

Article 4 Affidavit

**AFFIDAVIT** 

(Zero)

SHILPA HIGHRISE PRIVATE LIMITED

**RERA KARNATAKA** 

SHILPA HIGHRISE PRIVATE LIMITED

(One Hundred only)

महासव ज्यात

Authorized Signatory YMSSN, Jayanagar



## AFFIDAVIT CUM DECLARATION

We.

Mr. T.R. Ramachandra, S/O. Tallam Ramachandrasetty Rajan, aged about 46 years,

S.G. Nirmola Demi
S.G. Nirmola Demi
N. Rocho

Statutory Alert:

The onus of checking the legitimacy is on the us



residing at Flat No. 701, Shilpa Laksh Apartment, 135/13, 6th 'B' Main Road, J.P. Nagar, 3rd Phase, Bengaluru, Karnataka-560078, Authorised Signatory of Shilpa High Rise Private Limited, a Company incorporated under The Companies 1956, its registered office at No. 5, 2<sup>nd</sup> Floor, Shilpa Sunshine, 6<sup>th</sup> 'A' Main, 27<sup>th</sup> Cross, 3<sup>rd</sup> Block Jayanagar, Bengaluru Urban, Karnataka-560011, Promoter of the proposed project namely, "Shilpa Rathna", situated at No.4/1(Portion of Property in Survey No.6 (Old Survey No.6/2, Vijinapura Village, Mahadevapura Hobli, (erstwhile K.R. Puram Hobli), Bengaluru East Taluk, Corporation Ward No.51, Bengaluru District, Karnataka, duly authorised vide letter dated 07-02-2024.

#### And

- 1. Smt. P. S. Narmada, W/O Late Sri. P.C. Sanath Kumar, aged about 62 years, residing at No. 25, 1st Floor, 3rd Cross, Shankarpuram, near Basavanagudi swimming pool, Bengaluru, Karnataka-560004.
- 2. Smt. P. S. Rajalakshmi, W/O Late Sri. P.C. Srinivas, aged about 59 years, residing at No. 647, "Sri Nilayam", 1st 'C' Main Road, Near Banashankari Bus Stand, Jayanagar 8th Block, Alakabelalu, Bengaluru, Karnataka-560082.
- 3. Sri. P. C. Nataraj, S/O Late. Sri P.N. Chellappa Shetty, aged about 61 years, residing at No. 25, Sri Sadan 3<sup>rd</sup> Cross, near Basavanagudi swimming pool, Shankarapuram, Bengaluru, Karnataka-560004.
- 4. Smt. K. N. Radha Chetty, D/O Late Sri. P.N. Chellappa Shetty, aged about 76 years, residing at No.401 and 402, 68, Manek Bhuvan, 1st Lane Hindu Colony, Dadar, VTC: Mumbai, Maharashtra-400014.
- 5. Smt. G. S. Nirmala Devi, D/O Late Sri. P.N. Chellappa Shetty, aged about 69 years, Residing at No. 8/1, 5th 'A' Main Road, Obalappa Garden, Tata Silk Farm, K.R. Road, Banashankari 2<sup>nd</sup> Stage, Bengaluru-560070.

Land Owners of the Survey No. 4/1 (Portion of Property in Survey No.6 (Old Survey No.6/2, Vijinapura Village, Mahadevapura Hobli, (erstwhile K.R. Puram Hobli), Bengaluru East Taluk, Corporation Ward No.51, Bengaluru District, Karnataka on which the project "Shilpa Rathna" is to be developed do hereby solemnly affirm and jointly state on oath as follows:

P.S. Rajalakshni

S. G. Nizmala Dolli RISE O BANGALORE

- We, the Second Deponents, 1) Smt. P.S. Narmada 2) Smt. P.S. Rajalakshmi, 3) Sri. P.C. 1. Nataraj 4) Smt. K.N. Radha Chetty and 5) Smt. G.S. Nirmala Devi are the owners of the Said Land having valid right, title and interest over the Said Land and has entered into the Joint Development Agreement dated 05-12-2022, registered as Document No. SHV-1-07377-2022-23, stored in CD No. SHVD1271, in the office Sub-Registrar, Shivajinagar, Bengaluru ("JDA") with the Developer for the Development of the Said Land for formation of residential layout. The copy of the JDA is annexed herewith as Annexure "A".
- We, the Second Deponents, 1) Smt. P.S. Narmada 2) Smt. P.S. Rajalakshmi, 3) Sri. P.C. 2. Nataraj 4) Smt. K.N. Radha Chetty and 5) Smt. G.S. Nirmala Devi 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.
  - 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).

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P. S. Rajalakshni

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- 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.
- 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.
- That apart, the 1st Deponent/Promoter, hereby specifically undertakes that, all the 3. 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 Land Owners in terms of the JDA and shall be dealt, provided, complied and resolved solely by the Developer.
- That we the Deponents have become jointly entitled to the Built-up area/saleable in terms of 4. the Joint Development Agreement and our entitlements have been identified in the Joint Development Agreement dated 05-12-2022. The copy of the Sharing Agreement is annexed herewith as Annexure "A".
- We, the Deponents jointly undertake that we shall be individually/respectively be liable and 5. 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.
- That the Said Land is free from any encumbrances. 6.
- That the time period within which the Project shall be completed by us is 14-01-2027. 7.
- The Promoter hereby undertakes that, he shall open a separate bank account for deposit of 8. seventy per cent (70%) of realisations from the Allottees for sale of his share independently, till completion of the Project development with agreed specification including in obtaining the occupancy/completion certificate for development of project.
- The Promoter undertakes that, seventy per cent of the amounts realized by us for the real 9. estate project from the Allottees, from time to time, shall be deposited in a Scheduled Bank to cover the cost of construction and the land cost and shall be used only for that purpose.

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S.G. Nismola David

P.S. Rajalakshni,

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- We further swear that the amount from the separate account, to cover the cost of the 10. 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 withdrawn after it is certified 11. by an engineer, an architect and character account in practices that the withdrawal is in proportion to the percentage of completion of the project.
- That the Promoter shall get the account audited within six months after the end of every 12. 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.
- That we the Promoter and Land Owners shall take all the pending approvals on time, for the 13. competent authorities.
- That we the Promoter and Land Owners have furnished such other documents as have been 14. prescribed by the Rules and Regulations made under the Act.

That we the Promoter and Land Owners shall not discriminate against any allottee at the 15.

time of allotment of any apartment, on any grounds.

**DEPONENTS** 

**PROMOTER** 

P.C. Natral

S & Niomala Delli K.N. Radha

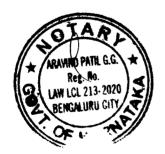
P.S. Rajalaushmi



SWORN TO BEFORE ME ARAVIND PATIL G.G. B.A. LL.B ADVOCATE & NOTARY 12th Main, Near Old Sub Register Office Ath Block Jayanagar, Bengaluru 560 011.

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L P.S. Normada	L P.S. Rojalakshmi
1. P.S. Narmada	2. P. S. Rajalakshmi
· P. c. Nativol	K. N. Radha
3. P. C. Nataraj	4. K. N. Radha Chetty
+ S.O. Niomala Devi	
5. G. S. Nirmala Devi	
Collectively referred to as Land Owners	



# SWORN TO BEFORE ME

ARAVIND PATIL G.G. B.A. LL.B.
ADVOCATE & NOTARY
12th Main, Near Old Sub Register Office
4th Block Javanagar, Bengaluru - 560 011

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