

## **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-KA84575727517326V

29-Dec-2023 01:29 PM

NONACC (FI)/ kacrsfl08/ BANGALORE26/ KA-JY

SUBIN-KAKACRSFL0835132504548541V

**IINSPIRA WORLDCITY PROJECTS PRIVATE LIMITED** 

Article 4 Affidavit

**AFFIDAVIT** 

(Zero)

**IINSPIRA WORLDCITY PROJECTS PRIVATE LIMITED** 

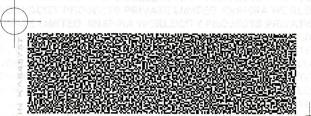
ASHOK ABRAHAM AND OTHERS

**IINSPIRA WORLDCITY PROJECTS PRIVATE LIMITED** 

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(Twenty only)





Please write or type below this line

# AFFIDAVIT CUM DECLARATION

I, Mr. Prabhu U R, son of Mr. Rangaswamy, (PAN NO.BKWPP2710D), aged about 41 years, Director AND Authorized Signatory of M/s IINSPIRA WORLDCITY PROJECTS PRIVATE LIMITED, a Company, having its office

### 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 at the website / Mobile App renders it invalid.

  The onus of checking the legitimacy is on the users of the certificate.
- 3. In case of any discrepancy please inform the Competent Authority.

at No 255, 36th Cross, 5th Main, 4th Block, Jayanagar, Bengaluru-560011, referred as First Deponent for brevity), being Promoter/Developer of the proposed Project "Assetz Inspira Melodies of Life", being developed on the composite converted property (Excluding Karab) measuring 19 Acres 16.39 Guntas(Excluding Karab) in Sy  $No.86/1,86/3,86/4,2/1,\ 2/2,4,5,7,8/1,\ 8/2,8/3,\ 9,10,13/2,\ 13/3,14/1,$ 14/2, 4/3,15/1,15/2, 15/3,16,17/1 in Choodasandra Village and 120/1, 120/3,120/4 in Rayasandra Village,(herein after referred to as Said Land) to be developed by **M/s IINSPIRA WORLDCITY PROJECTS PRIVATE** LIMITED, duly authorized to swear this Affidavit vide Resolution dated 28/11/2023, ( hereinafter called First Deponent ),do hereby solemnly affirm and state on oath as follows:

We, MR. ASHOK ABRAHAM KURIAKOSE holding PAN AFYPK0549P 2. Mr. SRI. B. M. MUNIRAMA REDDY & others holding PAN AAGHM2241H, 3. HITESH V. REDDY holding PANFEZPR8137H 4. K.Y. VENKATASWAMY REDDY holding PAN ADUPK3622K being the landowners of Sy No. 13/3,17/1,120/3 and 120/4 measuring 4 acres 6  $\frac{1}{4}$ Guntas respectively ( hereinafter called the Said Land )comprised in the Project Land, having valid right, title and interest over it(herein after called as Land owners and collectively called Second Deponents ) who have entered into the two Joint Development Agreement dated 17th September 2022, registered as Document Nos. 5095/5088 2022-23 in the office Sub-Registrar, Basavanagudi, Bangalore respectively, in respect of 2 portions in Sy no 13/3 measuring 1A 17G AND 1A 06 G respectively and also executed General Power Of Attorney dated 17/09/2022 registered as Document Nos. 300/299/ 2022-23 in the Office Registrar, Basavanagudi, Bangalore, Joint Development Agreement dated  $21^{\mathrm{st}}\,\mathrm{July}\ 2022$  , registered as Document No 3482/2022-23 in the office Sub-Registrar, Basavanagudi, Bangalore in respect of Sy no 17/1 measuring 1A 3 ¼ G also executed General Power Of Attorney dated 21/07/2022 registered as Document Nos. 192/ 2022-23 in the office Sub-Registrar, Basavanagudi, Bangalore, Joint Development Agreement dated  $10^{th}\,\mbox{July}\ 2023$  , registered as Document No 3354/2022-23 in the office Sub-Registrar, Basavanagudi, Bangalore in respect of Sy no. 120/4 measuring 1Acre, also executed General Power Of Attorney dated 10/07/2022 registered as Document Nos. 151 / 2022-23 in the office Sub-Registrar, Basavanagudi , Bangalore and Joint Development Agreement dated  $28^{th}$  October 2022 , registered as Document No 6167/2022-23 in the office Sub-Registrar, Basavanagudi Bangalore in respect of Sy no.120/3 measuring 20 Guntas , also executed General Power Of Attorney data NHBAO 28/10/2022 registered as Document Nos. 373/ 2022-23 in the office Supplies

For IINSPIRA WORLDCHTY PROJECTS PVT. LTD.

DIRECTOR

Registrar, Basavanagudi, Bangalore with the First Deponent for the residential development of the Said Land.

We the First and Second Deponents wherever applicable jointly and severally affirm, declare and state as follows:

- 1. We, the Second Deponents, MR. ASHOK ABRAHAM KURIAKOSE, Mr. Mr. SRI. B. M. MUNIRAMA REDDY & others, HITESH V. REDDY and K.Y. VENKATASWAMY REDDY 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 isn 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.
  - 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.

For IINSPIRATIORLDCITY PROJECTS PVT. LTD.

DIRECTOR

- j) Transfer of site during the subsistence of the Lease Cum Sale Agreement entered 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 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.
- We, the Deponents, have become jointly entitled to the Built-up area in terms of the Joint Development Agreement and our entitlements 2. have been identified in the Supplementary/Sharing/Addendum Agreement.
- be shall we that undertake jointly Deponents respectively/individually liable and answerable to the Purchaser/s of the 3. We, 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.
- That there are no charges on the said Land, except the Developer's share of the Promoter/Deponent 1herein , which is mortgaged vide 4. 21st July 2023 with Vistra ITCL(India) Ltd Mortgage Deed daed registered as Document Nso.3015/2022-23 office of sub registrar Basavanagudi, Bengaluru as a security trustee on behalf of Kotak Finance Limited detailed in Annexure I.
- That the time period within which the Project shall be completed by 5. 31.08.2026.
- The Second Deponent hereby undertakes that, he/she/they shall 6. 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 the occupancy/completion specification including in obtaining certificate for development of project. FOR IINSPIRA WORLDCITY PROJECTS PVT. LTD.

- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. That we the Promoter/s and land owner/s shall take all the pending approvals on time, for the competent authorities.
- 12. 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.
- 13. 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 MNSPIR<u>A W</u>ORLDCITY PROJECTS PVT. LTD.

We, First and Second Deponents jointly and severally undertake and declare that what is stated in this Affidavit are true to our knowledge, belief and information and we have not hidden any material or other facts.

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## FIRST DEPONENT

( 2a.ASHOK ABRAHAM KURIAKOSE,2b. Mr. M. MUNIRAMA

REDDY , 2c. HITESH V. REDDY 2d. K.Y. VENKATASWAMY REDDY

(All Rep.by their GPA holder, M/s.IInspira World City Projects Pvt.Ltd.)

For IINSPIRA WORLDCITY PROJECTS PVT. LTD:

SECOND DEPONENTS

**DEPONENTS** 

VERIFIED BY ME ON THIS THE TWENTY NINETH DAY OF DECEMBER MONTH YEAR TWO THOUSAND AND TWENTY THREE (29/12/2023) AT BANGALORE

SWORN TO BEFORE ME

M.A., LL.B., CAIB.,

ADVOCATE & NOTARY
No. 10. Grace Nivas. Behind Banaswadi
Railway Station, Opp. Suryanarayan Mull,
Emgarajapuram, Bangalore - 560-084.

3 0 DEC 2023

# $Annexure\ I$

S1 No	Facility Amount (INR)	Purpose	Charge Holder / Mortgagee	Mortgago r	Descripti on of Security	Documents executed for creation of charge/Secur ity
1	Rs. 2,50,00,00,0 00	For Land Acquisition and Development of Project	Vistra ITCL (India) Limited Security Trustee	IINSPIRA WORLDCI TY PROJECT S PRIVATE LIMITED	Receivable s for the projects along with corresponding land mentioned in the MODT and moveable properties, insurance contracts and all other assets as mentioned in the Deed of Hypothec ation	- Facility Agreement - Escrow Agreement - Deed of Hypothecatio n - Memorandum of entry recording deposit of title deeds dated 21/07/2023 and document No.3015 in the Office of Sub Registrar,Bas avanagudi(Ch amarajpet),Ba ngalore.

For IINSPIRA WORLDCITY PROJECTS PVT. LTD.

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