

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.)

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SSHARAN BANDI N LAKSHMIPATHI BABU AND OTHERS

Article 4 Affidavit

AFFIDAVIT

(Zero)

SSHARAN BANDI N LAKSHMIPATHI BABU AND OTHER

REAL ESTATE REGULATION AUTHORITY KARNATAKA

SSHARAN BANDI N LAKSHMIPATHI BABU AND OTHER

(One Hundred only)





Note:

Please write or type below this line

As per Section 38(2) of the Act, the Authority is vested with the power to regulate its own procedure; accordingly the Authority is empowered to ask the joint affidavit cum declaration from the landowner and developer, in order to complete the registration of the real estate Project developed under the joint development scheme.

AFFIDAVIT CUM DECLARATION

We, SSHARAN BANDI, son of Dhareappa Y Uppar, aged about 37 years, Managing Partner of M/s FORMANU SERVICES Developers a partnership firm, having its office at No. No.7, 1st FlogESolabu Road, Vijayanagara Colony, Vijayapura – 586103,

The authenticity of this Stamp certificate should be verified at 'www shollestamp 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

3 In case of any discrepancy please inform the Competent Authority

Promoter/Developer of the proposed Project (MITRA ETERNIA), and Sri. N Lakshmipathi Babu aged about 72 years, Smt. R K Saroja, aged about 73 years, Naresh Nikhil B L aged about 36 years & Samanvitha B L aged about 29 years, being the joint owners of the land bearing Sy No. as mentioned below:

SY No.	Measurement	Address	Conversion order no.	Date of Conversion
26/1	2 acres & 18 guntas	SY No. 26/1, 27/2, 29, Vajaramuneeshwara Temple Road, Kanakapura Road, Thalaghatapura, Bengaluru, Karnataka – 560 062	ALN(SU)SR(K)/03/13- 14	20.08.2013
27/2	1 acre & 1 gunta		ALN(SU)SR(K)/05/13- 14	13.12.2013
29	3 acres & 29 guntas		ALN(SU)SR(K)/04/13- 14	13.11.2013

("Said Land"), owner on which the "Project "(MITRA ETERNIA)" to be developed/developed do hereby solemnly affirm and jointly state on oath as follows:

- 1. We, the Second Deponents Sri. N Lakshmipathi Babu aged about 72 years, Smt. R K Saroja, aged about 73 years, Naresh Nikhil B L aged about 36 years & Samanvitha B L aged about 29 years, are the joint owners of the Said Land having valid right, title and interest over the Said Land who has entered into the Joint Development Agreement dated 18.09.2023, registered as Document No.SRJ-I-05429-2023-24, in the office Sub-Registrar, Sarjapura ("JDA") with the 1st Deponent for the Development of the Said Land by development of residential sites. The copy of the JDA is annexed herewith as Annexure "1".
- 2. We, the Second Deponents Sri. N Lakshmipathi Babu aged about 72 years, Smt. R K Saroja, aged about 73 years, Naresh Nikhil B L aged about 36 years & Samanvitha B L aged about 29 years, 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.

For FORMANU SERVICES

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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 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 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.
- 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.
- That apart, the 1st Deponent/Promoter hereby specifically undertakes that, all 3. 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 sharing of developed area 4. as mentioned in terms of the Joint Development Agreement.

We, the Deponents jointly undertake that we shall be respectively/individually 5. 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

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- 6. That the Said Land is mortgaged on ----- with -----
- 7. That the time period within which the Project shall be completed by us is 31st December, 2024.
- 8. The Second Deponent 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 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.

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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.

No. 348

Deponente

Promoter Par

M/s Formanu Services SSHARAN BANDI

Partner

Land owners

N Lakshmipathi Babu

R K Saroja

Naresh Nikhil B L

Samanvitha B L

SWURN TO BEFORE ME

KG RAJPAL BSC. LL'

No 10, K.R. Road, Fort, BANGALORE 560 002