

INDIA NON JUDICIAL

Government of Karnataka

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Certificate Issued Date

Account Reference

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Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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02-Feb-2024 03:50 PM

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SUBIN-KAKAKSFCL0802040298160946W

K N SURENDRA

Article 4 Affidavit

AFFIDAVIT CUM DECLARATION

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(Zero)

K N SURENDRA

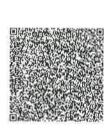
K N SURENDRA

K N SURENDRA

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(One Hundred only)

For SPANDANA CREDIT SOUHARDA SAHAKARI NIYAMITHA

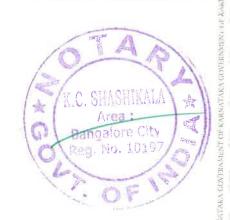




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AFFIDAVIT CUM DECLARATION

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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.



I, Mr. K.N. Surendra, son of Nagu, aged about 47 years, director of M/s. KNS PROJECTS PRIVATE LIMITED having its registered office at No.1125/12, 1st Floor, Service Road, Hampinagar, Vijayanagar 2nd Stage Bengaluru, Karnataka, -560 104. Promoter/Developer of the proposed Project being the converted land bearing Sy.No.172, measuring 02 Acres, converted land bearing Sy.No.173, measuring 02 Acres, converted land bearing Sy.No.174, measuring 02 Acres, converted land bearing Sy.No.175, measuring 02 Acres, all situated at Kumbalagudu Village, Kengeri Hobli, Bengaluru South Taluk & Bengaluru Urban District, converted vide conversion order dated:02.07.2014 & revised conversion order dated:13.07.2023 in No.ALN(S)SR(K):122/13-14, conversion order dated:02.07.2014 & revised conversion order dated:13.07.2023 in No.ALN(S)SR(K):123/13-14, conversion order dated:28.10.2015 in No.ALN(S)SR(K):13/15-16, ("Said Lands"), owner on which the Project "KNS AMORA" to be developed do hereby solemnly affirm and jointly state on oath as follows:

- 1. We, the Second Deponents Mrs. Vijaya, Mr. M.H. Sudarshana Reddy, Mr. Sai Nihkil M. & Mrs. Neha M.S. represented by their registered GPA holder M/s. KNS PROJECTS PRIVATE LIMITED, represented by its director Mr. K.N. Surendra, are the owners of the Said Land having valid right, title and interest over the Said Land who has entered into the Joint Development Agreement dated:11.05.2023, registered as document bearing No.RRN-1-01552/2023-24, stored at C.D.No.RRND1327, dated:16.05.2023 of book-1, registered in the office of the Sub-Registrar, Jayanagara (Rajarajeshwarinagara), Bengaluru ("JDA") and also executed General Power of Attorney dated:11.05.2023, registered as document bearing No.RRN-4-00047/2023-24, stored at CD No.RRND1327, dated:16.05.2023 of book-4, registered in the office of the Sub-Registrar, Jayanagara (Rajarajeshwarinagara), Bengaluru. With the 1st Deponent for the Development of the Said Lands. The copy of the JDA & GPA, are annexed herewith as Annexure "I".
- 2. We, the Second Deponents Mrs. Vijaya, Mr. M.H. Sudarshana Reddy, Mr. Sai Nihkil M. & Mrs. Neha M.S. represented by their registered GPA holder M/s. KNS PROJECTS PRIVATE LIMITED, represented by its director Mr. K.N. Surendra, 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.



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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).
- 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 1st Deponent.
- 4. We, the Deponents have become jointly entitled to the saleable area in terms of the Joint Development Agreement and our entitlements have been identified in the Supplementary/Sharing/Agreement.
- 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 time period within which the Project shall be completed by us is 02 years.
- 7. The Second Deponents 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



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- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. That we the Promoter/s and land owner/s shall take all the pending approvals on time, for the competent authorities.
- 13. 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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K. C. SFLASHIKALA
ADVOCATE & NOTARY PUBLIC
GOVT OF INDIA Reg. No. 10197
#3441, Service Road, R.P.C. Layout
Vijayanagar, Bengaluru-560 040
Expire on: 24-09-2028
Mob: 96201 41257

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That we the Promoter/s and land owner/s shall not discriminate against any allottee at the 14. time of allotment of any apartment, plot or a building, as the case may be, on any grounds.

Ac. of Ound

1. M/s. KNS PROJECTS PRIVATE LIMITED represented by its director Mr. K.N. SURENDRA

Pr. s. Jul

2. Mrs. Vijaya, Mr. M.H. Sudarshana Reddy, Mr. Sai Nihkil M. and Mrs. Neha M.S. represented by their registered GPA holder M/s. KNS PROJECTS PRIVATE LIMITED, represented by its director Mr. K.N. SURENDRA **DEPONENTS**

M. N. Ound

M/s. KNS PROJECTS PRIVATE LIMITED represented by its director Mr. K.N. SURENDRA

PROMOTER

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Mrs. Vijaya, Mr. M.H. Sudarshana Reddy, Mr. Sai Nihkil M. and Mrs. Neha M.S. represented by their registered GPA holder M/s. KNS PROJECTS PRIVATE LIMITED, represented by its director Mr. K.N. SURENDRA

LAND OWNER



3441, Service Road, Vijayanagar, Bangakiru-560 94 Expire on: 24-09-2028

Mob: 96201 4125