



सत्यमेव जयते

INDIA NON JUDICIAL

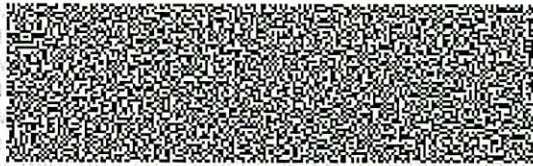
Government of Karnataka

e-Stamp

Certificate No. : IN-KA42008783605092W
Certificate Issued Date : 27-Feb-2024 01:36 PM
Account Reference : NONACC (FI)/ kacrsfl08/ SARJAPUR/ KA-BV
Unique Doc. Reference : SUBIN-KAKACRSFL0846217597641563W
Purchased by : BHAVISHA PROPERTIES
Description of Document : Article 4 Affidavit
Property Description : AFFIDAVIT CUM DECLARATION
Consideration Price (Rs.) : 0
(Zero)
First Party : K C MUNIREDDY AND OTHERS
Second Party : BHAVISHA PROPERTIES
Stamp Duty Paid By : BHAVISHA PROPERTIES
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

Nayandahalli Credit Co-op. Society Ltd

Authorised Signatory



Please write or type below this line

AFFIDAVIT CUM DECLARATION

I, S. Prasad Naidu, son of Mr. Rangaiah Naidu, aged about 59 years, Proprietor of M/s. Bhavisha Properties a Proprietorship Concern, having its office at No.001, 3rd Floor, Sy.No.54,55/1, Sarjapur Main Road, Yamare Village, Bengaluru - 562125 Promoter/Developer of the proposed Project/Project, and

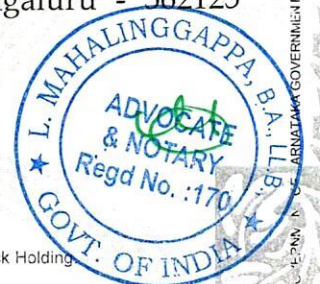
For Bhavisha Properties

S. Prasad Naidu

Proprietor

Statutory Alert:

1. 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.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



1. SRI.K C Devaraju

Aged about 59 years

S/o LATE Chinnappa Reddy

Residing at Dommasandra Village,
Anekal Taluk, Bangalore - 562 125

2. SRI.K C Muni Reddy

Aged about 64 years

S/o LATE Chinnappa Reddy

Residing at Kadaagrahara Village,
Anekal Taluk, Bangalore - 562 125

being the owners of the land bearing No. 39-2 & 39-4 measuring 1 Acre 14 guntas, situated at Sompura Village, Sarjapura Hobli, Anekal Taluk, Bangalore, converted vide Conversion Orders No. ALN(ASH)SR 76/2022-23 dated 18.06.2022 & ALN(ASH)SR 75/2022-23 dated 18.06.2022 owners on which the Project "**RAAGA BY BHAVISHA HOMES**" to be developed/developed do hereby solemnly affirm and jointly state on oath as follows:

1. I, and the Second Deponent SRI.K C DEVARAJU & K C MUNI REDDY 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 07.09.2022, registered as Document No.ANK-1-05442-2022-23 of Book-I, stored in CD No.ANKD1394 & ANK-1-04911-2022-23 of Book-I, stored in CD No.ANKD1379 in the office Sub-Registrar, Anekal, Bangalore Urban District ("**JDA**") with the 1st Deponent for the Development of the Said Land by constructing Residential Apartment Building. The copy of the JDA is annexed herewith as Annexure "1".
2. I, the Second Deponents are hereby undertake to indemnify the allottees on the following:



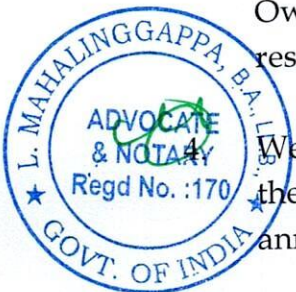
a) In the event of any dispute related to the title of the property.

b) Transfer of land in contravention of the restriction imposed under Section 61 of the Karnataka Land Act and Rules Framed thereunder.

For Bhavisha Properties

S. Mahalingappa
Proprietor

- 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 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.
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.



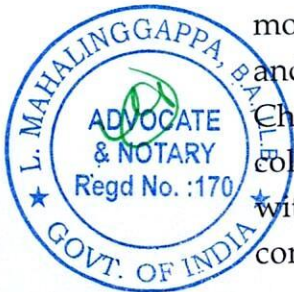
We, the Deponents have become jointly entitled to the Built-up area in terms of the Joint Development Agreement dated 07.09.2023. The copy of the same is annexed herewith.

For Bhavisha Properties

S. Maheshwari

Proprietor

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 31st December 2025.
7. The First Deponent hereby undertakes that, he/she/they shall open a separate bank account for deposit of Eighty Three percent (83%) & Sixty Four percent (64%) 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.
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 chartered 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.



For Bhavisha Properties

S. Mahalingappa

Proprietor

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.
14. 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 Bhavisha Properties

S. Prasad Naidu

Proprietor

M/s. BHAVISHA PROPERTIES,
Represented by its Partnership of
S. PRASAD NAIDU
Promoter

Land owner

DEPONENT

SWORN TO BEFORE ME



[Signature]
L. MAHALINGAPPA, B.A., LL.B.
Advocate & Notary
2nd Cross, Jigala Road
Attibele, Bangalore-562107
29.15.24