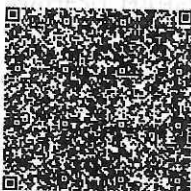
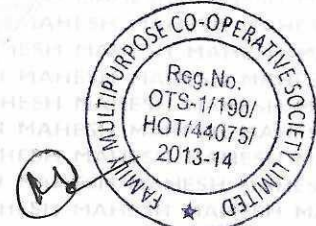


Government of Karnataka

Rs. 100

Certificate No.	: IN-KA89731549789006W
Certificate Issued Date	: 24-Apr-2024 03:18 PM
Account Reference	: NONACC (FI)/ kacrsf08/ MALLESHWARAM7/ KA-GN
Unique Doc. Reference	: SUBIN-KAKACRSFL0838832566494819W
Purchased by	: MAHESH
Description of Document	: Article 4 Affidavit
Property Description	: AFFIDAVIT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MAHESH
Second Party	: THE CHAIRMAN KRERA
Stamp Duty Paid By	: MAHESH
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

सत्यमेव जयते



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Heater

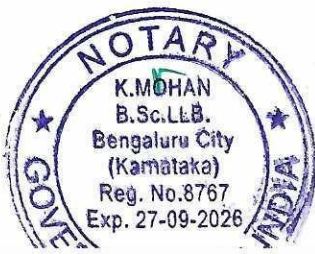
AFFIDAVIT CUM DECLARATION

I, Mahesh Govindaraju S/o Govindaraju, Aged about 36 years, Proprietor and Promoter of the Proposed project **GM GOVIANU** situated in KATHA. 176, J.LINGAIAH ROAD, 1st MAIN ROAD, SHESHADRI PURAM, WARD NO – 94. BENGALURU do hereby solemnly declare, undertake and state as under

And

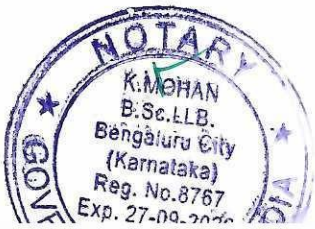
M/s.Pathi Builders & Developers ("Firm") a partnership firm registered with registrar of Firms vide Registration No. 287/93-94 being the land owner of Non-Agricultural land bearing municipal No. 176 (PID No. 27-95-176) measuring 26,000 sq.ft. on which the Project **GM GOVIANU** to be developed do hereby solemnly affirm and jointly state on oath as follows:

1. We, the Second Deponents are the owners of the said Land having valid right, title and interest over the said Lands who has entered into the Joint Development Agreement dated:, registered as Document No.25-05-2022 stored in CD No. MLS-1-00678-2022-23, in the office Sub-Registrar, Malleshwaram ("JDA") with the 1st Deponent for the Development of the said Land by Developing the Residential Layout.
2. We, the Second Deponents, 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.



Mahesh

- 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 plots fallen to the share of both the Developer and the Owners in terms of the Sharing Agreement and shall be dealt, provided, complied and resolved solely by the 1st Deponent.
 4. We, the Deponents have become jointly entitled to the Developed area in terms of the Sharing Agreement and our entitlements have been identified in the said Sharing Agreement.
 5. We, the Deponents jointly undertake that we shall be respectively/individually be liable and answerable to the Purchaser/s of the Plot/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 Plots and its ancillary obligations.
 6. That the time period within which the Project shall be completed by us is 31/03/2029.
 7. The Promoter hereby undertakes that, they shall 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



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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 chartered 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.
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.



Handwritten signature

We do hereby state and verify that the contents of this Affidavit are true and correct to the best of my/our knowledge, information and belief, no part of it is false and nothing material has been concealed there from.

Place: Bengaluru

Date: 24/04/2024



DEPONENTS

PROMOTER

LAND OWNERS

M/s. Pathi Builders & Developers

Represented by its Registered



G.P.A Holder

Mahesh



SWORN TO BEFORE ME



K. MOHAN, B.Sc. LLB.
ADVOCATE and NOTARY
No. 6, 14th Cross,
Sampige, Margosa Road,
Malleshwaram,
Bengaluru - 560 003.

24 APR 2024