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BHAVISHA PROPERTIES

Article 4 Affidavit

AFFIDAVIT CUM DECLARATION

(Zero)

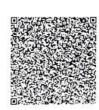
UMAVATHI R

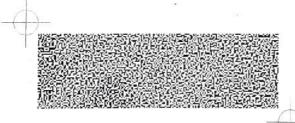
BHAVISHA PROPERTIES

BHAVISHA PROPERTIES

(Fifty only)







AFFIDAVIT CUM DECLARATION

I, S. Prasad Naidu, son of Mr. Rangaiah Naidu, aged about 56 years, Proprietor of M/s. Bhavisha Properties a Proprietorship concern, having its office at No. 001, Third Floor, Sy.No.54 & 55/1, Sarjapur Main Road, Yamare Village, Bangalore - 562125, Promoter/Developer of the proposed Project/Project, and

For BHAVISHA PROPERTIES

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- The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.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 a invalid
- The ones of checking the legitimacy is on the users of the certificate
- In case of any discrepancy please inform the Competent Authority

1. Mrs. UMAVATHI.R

Aged about 52 years
Wife of Mr. S. Krishna Reddy
Daughter of Mr. Rama Reddy
AadhaarNo.498694724340

2. Ms. GREESHMA KRISHNA REDDY

Aged about 24 years
Daughter of Mr. S. Krishna Reddy
Aadhaar No.8005 7925 0559

3. Ms. RESHMA REDDY K

Aged about 18 years
Daughter of Mr. S. Krishna Reddy
Aadhaar No. 6609 0726 1505

All are residing at Chandapura Hobli, Attibele Hobli, Anekal Taluk, Bangalore Urban District.

being the owners of the land bearing **Survey No.2/2p2**, **New Survey No.2/2**, measuring 1 acre 09 Guntas, out of 2 acres [vide Conversion order bearing No.ALN[A][A]SR.89/2012-13, dated 25.07.2012, issued by Deputy Commissioner. Bangalore District], situated at Chandapura Village, Attibele Hobli , Anekal Taluk, Bangalore District, Mrs. Umavathi .R has applied for the conversion of the above said land and the same has been converted from agricultural to non-agricultural Residential purpose by the Deputy Commissioner, Bangalore District, Bangalore, vide Order bearing No.ALN(A)(A)SR.89/2012-13, dated 25.07.2012, issued by Deputy Commissioner, Bangalore District, Bangalore. which is more fully and particularly described hereunder and hereinafter referred as Schedule Property; on which the Project "**Bhavisha Meadows**" to be developed/developed do hereby solemnly affirm and jointly state on oath as follows:

1. We, the second deponents Mrs. Umavathi. R, Ms. Greeshma Krishna Reddy & Reshma Reddy,K originally the land bearing Survey No.2/2p2, measuring 2 Acres of Chandapura Village, belongs to Mr. Ramareddy, son of late Munishamireddy and after the demise of said Mr. Ramareddy, the katha has been registered in the name of Mrs. Umavathi. R, wife of Mr. s. Krishnareddy and daughter of late Mr. Ramareddy, through the Order in Case No.ANK.RRT(D). CR.10/2008-09, dated 06.01:2010, issued by the Court of the Deputy Tahsildar, Nadakacheri, Attibele Hobli, Anekal Taluk. Thereafter the Katha has been mutated in the name of Mrs. Umavath i.R, vide Mutation Register Extract bearing MR. No.20/2009-10,issued by Village accountant, Anekal Taluk. Interest over the Said Land who has entered into the Joint Development Agreement dated 19.04.2021, registered as

For BHAVISHA PROPERTIES

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Avez. Throughout
Bengature, Karnatish
Rop. No. 21613
Esp. Or. 09-02-2022

R. umaratii Opreerhan Reman Document No.BSK-1-00781-2021-22 of Book-I, stored in CD No.BSKD1043, in the office of Sub-Registrar, Basavanagudi (Banashankari), 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. We, the second deponents Mrs. Umavathi. R. Ms. Greeshma Krishna Reddy & Ms. Reshma Reddy,K hereby undertake 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.
 - 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 subsection (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.

For BHAVISHA PROPERTIES

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- 4. We, the Deponents have become jointly entitled to the Built-up area in terms of the Joint Development Agreements dated 19.04.2021. The copy of the same is annexed herewith.
- 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 March 2023.
- 7. The First 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.
- 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 accountant 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 accountant 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 2 | rest nach

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- 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

Proprietor

M/s. BHAVISHA PROPERTIES,

Represented by its proprietor S. PRASAD NAIDU

Promoter

h. umerretti

2. Ms. GREESHMA KRISHNA REDDY

3. Ms. RESHMA REDDY.K

SWORN TO BEFORE ME ADVOCATE AND NOTARY GOVT OF INDIA Reg. No 21613 No. 23/1, Hosur Main Road Aduandi BENCALLIBIL SEC 030