



सत्यमेव जयते

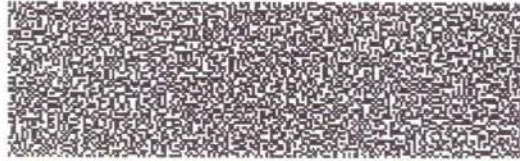
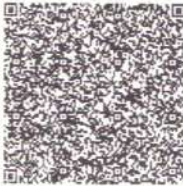
INDIA NON JUDICIAL

Government of Karnataka

Rs. 20

e-Stamp

Certificate No.	: IN-KA13366098481142U
Certificate Issued Date	: 26-Aug-2022 12:17 PM
Account Reference	: NONACC (FI)/ kaksfcl08/ MANJUNATHNAGAR1/ KA-JY
Unique Doc. Reference	: SUBIN-KAKAKSFCL0841361634695174U
Purchased by	: SURESH B
Description of Document	: Article 4 Affidavit
Description	: AFFIDAVIT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SURESH B
Second Party	: BABU G
Stamp Duty Paid By	: SURESH B
Stamp Duty Amount(Rs.)	: 20 (Twenty only)



Please write or type below this line

AFFIDAVIT CUM DECLARATION

I Sri. Suresh B, son of Byarappa, aged about 46 years, Authorized Partner of **M/s BHUMIKA PROPERTIES** a Partnership firm, having its office at No.455, 1st floor, 9th Cross, 1st Block, Jayanagar, Bangaluru - 560011, the Promoter of the proposed Project and Sri G Babu, Aged about 62 years being the land

[Handwritten signatures]

- 1 -

Statutory Alert:

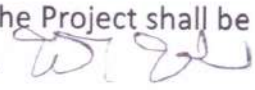
1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details of this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority

owner Bearing No.615/4 and 576/2 , measuring in total 7638.37 Sq mtr , situated at .615/4 and 576/2 Extent 1A-35.8G at Harohalli village Harohalli (H) Kanakpura (T) Ramangar , converted vide Conversion Order dated 17-10-2014 in No.RGKA/ALN(K)/CR/17/2014-15 ("Said Land"), owner on which the "Project" BHUMIKA CRYSTAL GARDEN" To be developed do hereby solemnly affirm and jointly state, on oath as

Follows:

1. I, the Second deponent Sri G Babu, is the owner of the Said Land having Valid Right, title and interest over the Said Land who has entered into the Joint Development Agreement dated **11-06-2021** , registered as Document **No.B.K.I-1210/21-22** stored in CD No. **KNKD1135** , in the office Sub -Registered, KANAKAPURA("JDA") With the 1st Deponent for the Development of the Said Land by constructing Residential Plot the copy of the JDA is annexed herewith as Annexure"1".
2. I, the Second Deponent Sri. G Babu , 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 there under.
 - 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 Lands 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.
3. That apart, the 1st Deponent Sri Suresh B, 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 term 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 Built-up area in terms of The Joint Development Agreement and our entitlements have been identified in The Supplementary/Sharing /Addendum Agreement dated 01st April, 2022. The copy of the Sharing Agreement is annexed herewith as Annexure "1".
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 Said Land is not mortgaged.
7. That the time period within which the Project shall be completed by us is 1 year from the date of application. 




8. The Promoter hereby undertakes that, he 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 / 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 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.
13. That we the Promoter/s and land owner /s shall take all the pending approvals on time, for the competent authorities.

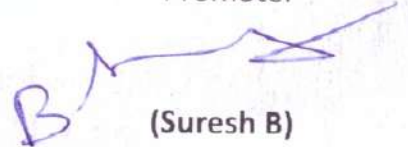
B
A
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W

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.

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.

Deponents

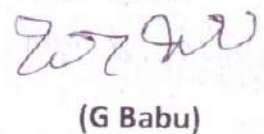
Promoter


(Suresh B)

Promoter


(Kavitha Suresh D S)

Land owner


(G Babu)