

Sub Registrar
Jaynagar, Bangalore

GOVT. OF KARNATAKA



DEPT. OF STAMP & REGISTRATION

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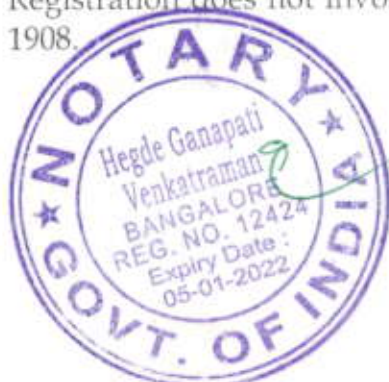
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KARNATAKA

AFFIDAVIT CUM DECLARATION

I/We, (1) Eshwar Naidu R.M son of R.Munaswamy Naidu, aged about 46 years, Managing Partner of M/s.GR Constructions Developers, having its office at No.83/2, Sri Durga Aura, Ist Floor, 33rd A Cross, 9th Main, Jaynagar 3rd Block, Bangalore - 560041 Promoter/Developer (FIRST DEPONENT) of the proposed Project/Project, and (2) Sri/Smt. Mukesh M.A, Aged about 27 & Sri/Smt. Rakesh M.A, Aged about 27 years (SECOND DEPONENT) are the absolute owners of the land bearing Sy No.77/1, measuring 1 Acre 4 Guntas along with 8 gunras Phut Kharab, situated at Choodasandra Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, converted vide Conversion Order dated 13.06.2017 in No.ALN(ASH)SR 52/2016-17 ("Said Land"), on which the "Project "GR Santhrupthi Phase - II" to be developed/developed do hereby solemnly affirm and jointly state on oath as follows:

1. We, Sri. Mukesh M.A & Sri.Rakesh M.A, the Second Deponent herein are the owners of the Said Land having valid right, title and interest over the Said Land and we have entered into the Joint Development Agreement dated 17.06.2015, registered as Document No BSK-1-2907-2015-16 of Book-I, stored in CD No.BSKD312, in the office Sub-Registrar, Basavangudi (Banashankari) ("JDA") with 1st Deponent for the Development of the Said Land by constructing Residential Building GR Santhrupthi PH -II. The copy of the JDA is annexed herewith as Annexure-A.
2. We, Sri. Mukesh M.A & Sri.Rakesh M.A, the Second Deponent herein are hereby undertake to indemnify the allottees on the following:
 - a) Transfer of land in contravention of the restriction imposed under Section 61 of the Karnataka Land Act and Rules Framed thereunder.
 - b) Alienation of land in contravention of Section 74 of the Karnataka Land Reforms Act 1961.
 - c) Transfer of Lands in contravention of the provisions of the Karnataka Village Officers Abolition Act 1961.
 - d) Transfer of Lands in contravention of the provisions of the Karnataka Land Grant Rules Act 1969.
 - e) 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.
 - f) Registration does not involve violation of section 22A of the registration Act 1908.



26 JUL 2019.

[Signature]

For GR CONSTRUCTIONS

[Signature]
Partner

RAKESH MA

- g) 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 Built-up area in terms of the Joint Development Agreement and our entitlements have been identified in the Supplementary/Sharing/ Addendum Agreement dated 17.06.2015. The copy of the Sharing Agreement is annexed herewith as Annexure "B".
5. That the 1st Deponent undertakes that I shall be respectively liable and answerable to the Purchaser/s of the Unit/s pertaining to my 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 yet mortgaged with any Banks and Financial institutions
7. That the time period within which the Project shall be completed by 1st of us 31.07.2022 or mutually extended time period.
8. The 1st Deponent hereby undertakes that, he/she/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 agreed specification.
9. The 1st Deponent hereby undertakes that, seventy per cent of the amounts realized by him 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. 1st Deponent 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. 1st Deponent swear that the amount from the separate account shall be withdrawn after it is certified by an engineer, an architect and chartered accountant

[Signature]



[Signature]
Partner
For G.R. CONSTRUCTIONS
26 JUL 2019

in practices that the withdrawal is in proportion to the percentage of completion of the project.

12. That 1st Deponent 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 1st Deponent shall take all the pending approvals on time, for the competent authorities.
14. That 1st Deponent have furnished such other documents as have been prescribed by the Rules and Regulations made under the Act.
15. That 1st Deponent 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.

Place : Bangalore
Date : 26.07.2019

[Signature]
Partner
Promoter
[Signature]
Land owners

DEPONENTS



SWORN TO BEFORE ME

[Signature]
Hegde Ganapati Venkatraman
ADVOCATE & NOTARY PUBLIC
GOVT. OF INDIA
180, B.C.M.C. Layout
Raghuvannahalli, Kanakapura Road
BANGALORE - 560 062

26 JUL 2019