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Second Party

Stamp Duty Paid By

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SOWPARNIKA SUPERTECH PRIVATE LIMITED

Article 4 Affidavit

AFFIDAVIT

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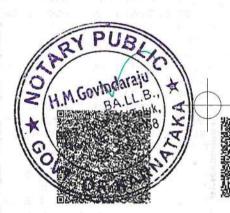
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SOWPARNIKA SUPERTECH PRIVATE LIMITED

RERA KARNATAKA

SOWPARNIKA SUPERTECH PRIVATE LIMITED

(Fifty only)







Please write or type below this line

AFFIDAVIT CUM DECLARATION

We/I, S. Sreenivasan S/o S.S. Iyer, aged 57 years, the Director of M/s Sowparnika Supertech Pvt Ltd., having registered office at No. 750, 1st Main, C Block, AECS Layout, Kundalahalli, Bangalore-37, Promoter/Developer of the Villa Project, and

For SOWPARNIKA SUPERTECH PRIVATE LIMITED

Statutory Alert:

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3. In case of any discrepancy please inform the Competent Authority.

1) Sri. K. Venkateshmurthy S/o late L M Krishanamurthy, represented by his GPA holder V. N Murthy, 2) Sri. V Venkataramamurthy S/o K. Venkatesha Murthy, 3) Sri. V.A Murthy S/o Venkataramamurthy, 4) Sri. B. N Rangappa S/o Late.Nanjappa, 5) Sri. B.H Harish S/o Hanumanthappa, all are residing at Bidaraguppe Village, Attibele hobli, Anekal Taluk, Bangalore.

BOLLINENI DEVELOPERS LIMITED, a company incorporated under the Companies Act, 1956 with CIN U65990TG1996PLC024371, PAN AAACB8237D, and having its registered office at H. No. 8-2-546/1, Road No. 7, Banjara Hills, Hyderabad-500034, and branch office at No. 23, Old #5, 3rd Floor, Sankey Square, Sankey Rd, Sadashivnagar, Bangalore, Karnataka- 560003, the Developer of the residential Layout on which the Villa Project "Life On The Green" to be developed by the Sowparnika Supertech Pvt.Ltd., do hereby solemnly affirm and jointly state on oath as follows:

- We, the Second Deponents being the owners of converted Land bearing Sy. No.72/1, 72/2, 88, 80/4, 80/7 & 81 Totally measuring 8 Acre 11 Guntas, situated at Bidaraguppe Village, Attibele Hobli, Anekal Taluk, Bangalore District, ("Said Land") having valid right, title and interest over the Said Land. The Second and the Third deponents have entered into the Development Agreement dated 22.02.2023, registered on 14-03-2023, with sub-registrar of assurances at Attibele vide registered document No.ABL-1-12555/2022-23, Stored in CD No. ABLD139. ("JDA") with the 1st Deponent to construct the Villas. The copy of the DA is annexed herewith as Annexure "1".
- 2. We, the Second Deponents being the land owners, 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.

For SOWARNIKA SUPERTECH PRIVATE LIMITED

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No. of Corrections

- 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.
- That apart, the 1st Deponent/Developer hereby specifically undertakes that, all 3. the obligations and issues with respect to conferment of common amenities, common facilities to the Villas fallen to the share of both the Developers and the Owners in terms of the DA 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 Development Agreement and our entitlements have been identified as per the terms of the DA.
- 5. We, the Deponents jointly undertake that we shall be respectively/individually be liable and answerable to the Purchaser/s of the plots/ Villa/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 pertaing to the sale of Plots/ Villas and its ancillary obligations.

For SOWPARNIKA SUPERTECH PRIVATE LIMITED

No. of Corrections



- 6. That the Said Land is mortgaged on 15.09.2021 with Vistra ITCL(India) Limited a company registered under the Companies Act 1956 and having its registered office at IL&FS Financial Centre, Plot C-22, G-Block, Bandra Kurla Complex, Bandra (E) Mumbai-400051 and having its branch office at Al-Latheef, 1st Floor, #2 Union Street, Off Infantry Road, Bangalore-560001 by the Bollineni Developers Limited the Third Deponent herein.
- 7. That the time period within which the Project shall be completed by us is 09.04.2026.
- The Second Deponents & Third Deponent hereby undertakes that, he/she/they 8. 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 Villa Project development with agreed specification including in obtaining the occupancy/completion certificate for development of Villa project.
- 9. The Second Deponents/land owners undertakes that, there are no litigations, acquisition proceedings or civil suits among the family members of the previous owners are pending before any judicial authority, tribunals, with respect to the subject property.
- 10. The First Deponent hereby undertakes that, seventy per cent of the amounts realized by the real estate Villa 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 shall be used only for that purpose.
- 11. We further swear that the amount from the separate account, to cover the cost of the Villa Project, shall be withdrawn in proportion to the percentage of completion of the Project.

For SOWPARINKA SUPERTECH PRIVATE LIMITED

Director

2) N.N.Mety 1) 5 V80A 3.1 3) V.A. Munty 5) V. A. Munty 5)

- 12. 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.
- 13. That we the Developers/ land owners shall get the account audited within six months after the end of every financial year by a charted 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 Villa 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.
- 14. That we the Developers/s and land owner/s shall take all the pending approvals on time, for the competent authorities.
- 15. That we the Developer/s and land owner/s have furnished such other documents as have been prescribed by the Rules and Regulations made under the Act.

For SOWPAR VIVA SUPERTECH PRIVATE LIMITED

Director

1) N.M. Munty II BNO6800

2 Llygun & or 848. F

3) V.A Mondy





That we the Developer/s and land owner/s shall not discriminate against any 16. allottee at the time of allotment of any plot or a building, as the case may be, on any grounds. For SOWPARNIKA SUPERTECH PRIVATE LIMITED

First Deponent

(Promoter)

Second Deponent (Land owner/s)

Third Deponents *

(Developer)

SWORN TO BEFORE ME

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Bangalore

H.M. GOVINDARAJU

11, Srinivasa Nilaya, 3rd Cross, Ramakrishna Road,

Near Vivekananda School, M V Extension, Hosakote-562114,

Bengaluru

Dated: 10.04.2023

