This file is only for 1 Buyer, 2 Seller

Dated : \_\_\_\_\_\_\_\_\_\_\_

To

M/s {COMPANY\_NAME}

{COMPANY\_ADDRESS}

Dear Sir,

We have got an irrevocable letter of authority-dated \_\_\_\_\_\_\_\_\_\_\_\_\_ from {SELLER\_1\_NAME} (PAN: {SELLER\_1\_PAN}) (AADHAR NO. {SELLER\_1\_AADHAR}) {SELLER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} Jointly with {SELLER\_2\_NAME} (PAN: {SELLER\_2\_PAN}) (AADHAR NO. {SELLER\_2\_AADHAR}) {SELLER\_2\_HUSBAND\_WIFE\_DAUGHTER\_NAME} Both R/O {SELLER\_2\_ADDRESS}, (here-in-after referred to as “the said Allottee(s)”), who has entered into an Agreement for allotment dated \_\_\_\_\_\_\_\_\_\_\_\_\_ in respect of Flat No. {FLAT\_NO} unit no. {UNIT\_NO} Type “{UNIT\_TYPE}” on the Floor No. {FLOOR\_NO} of Tower No. {TOWER\_NO} in your proposed residential Complex in {PROPERTY\_NAME} at {PROPERTY\_ADDRESS} (here-in-after referred to as “the said flat”), and paid Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In terms of the said Agreement for allotment, the Allottee (s) has/have requested you to take me/us as his/her/their nominee(s) and execute and register the sub-lease deed in respect of the said flat in my/our favour. I/we assure you and declare that the said letter of the authority is signed before me/us by the said Allottee(s).

I/We shall be responsible for all consequences in case the above mentioned allottee(s) denies the said authority. I/we shall be bound with all the terms and conditions for the Agreement for allotment letter Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as the nominee of said allottee(s) mentioned above. I/we also undertake to pay in full the entire balance, charges if any, due to on account of the said Flat.

I/We now request you to kindly treat me/us as nominee(s) of “the said Allottee(s)” and execute and register the sub lease deed in respect of “the said flat” in my/our favour on payment of full sales consideration and charges cost of stamp, registration and other charges incidental thereto.

Thanking you,

Yours faithfully,

Signature(s)

Name(s) & Address:

{BUYER\_1\_NAME} (PAN: {BUYER\_1\_PAN}) (AADHAR NO. {BUYER\_1\_AADHAR}), {BUYER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} R/O {BUYER\_1\_ADDRESS}

THIS BOND OF INDEMNITY is made {BUYER\_1\_NAME} (PAN: {BUYER\_1\_PAN}) (AADHAR NO. {BUYER\_1\_AADHAR}), {BUYER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} R/O {BUYER\_1\_ADDRESS} the executants (hereinafter called the FIRST PARTY) in favour of M/s {COMPANY\_NAME}, {COMPANY\_ADDRESS} (hereinafter called the SECOND PARTY).

The expression “FIRST PARTY” and the “SECOND PARTY” unless the context requires a different or another meaning include the successors, heirs, executors, administrators and permitted assigns of the FIRST PARTY and the SECOND PARTY.

WHEREAS the FIRST PARTY is the Transferee of Flat No. {FLAT\_NO} unit no. {UNIT\_NO} Type “{UNIT\_TYPE}” on the Floor No. {FLOOR\_NO} of Tower No. {TOWER\_NO} admeasuring unit size {UNIT\_SIZE}sq. ft. in in {PROPERTY\_NAME} at {PROPERTY\_ADDRESS} (here-in-after referred to as “the said flat”) and the SECOND PARTY are the colonizers/ promoters of the said Residential Colony / Apartments, known as {PROPERTY\_NAME}.

AND WHEREAS the SECOND PARTY has allotted “the said flat” in favour of {SELLER\_1\_NAME} (PAN: {SELLER\_1\_PAN}) (AADHAR NO. {SELLER\_1\_AADHAR}) {SELLER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} Jointly with {SELLER\_2\_NAME} (PAN: {SELLER\_2\_PAN}) (AADHAR NO. {SELLER\_2\_AADHAR}) {SELLER\_2\_HUSBAND\_WIFE\_DAUGHTER\_NAME}. (hereinafter called the TRANSFEROR) vide their original Allotment Letter Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND WHEREAS the TRANSFEROR has/have constituted FIRST PARTY as his/her/their nominee in respect of “the said flat” so that hereinafter all rights, title and interest of the TRANSFEROR vests in the FIRST PARTY.

AND WHEREAS the FIRST PARTY hereby undertakes to pay entire balance sales consideration and other charges, as applicable, to the SECOND PARTY and pay Lease /Sub Lease Deed Charges / Penalty / Deficiency and or any other charges as applicable / assesses in such transfer cases by NOIDA AUTHORITY and/or any local Authority and/ or Dept. of Government.

Now the FIRST PARTY, hereby undertakes to indemnify the SECOND PARTY indemnified against any loss, damages, charges, assessment of stamp duty determined here after or at any time required to be paid or payable and demanded, what so ever, from the SECOND PARTY for the said transfer in favour of the FIRST PARTY.

IN WITNESS WHEREOF the FIRST PARTY has signed this Indemnity Bond / Undertaking on this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_, 2023 in the presence of witnesses.

WITNESSES EXECUTANTS

1.

2.

TRANSFEROR / CONFIRMING PARTY:

**{SELLER\_1\_NAME} (PAN: {SELLER\_1\_PAN}) (AADHAR NO. {SELLER\_1\_AADHAR}) {SELLER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} Jointly with {SELLER\_2\_NAME} (PAN: {SELLER\_2\_PAN}) (AADHAR NO. {SELLER\_2\_AADHAR}) {SELLER\_2\_HUSBAND\_WIFE\_DAUGHTER\_NAME}**

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To

M/s {COMPANY\_NAME}.

{COMPANY\_ADDRESS}

Dear Sir,

I have booked a Flat No. {FLAT\_NO} unit no. {UNIT\_NO} Type “{UNIT\_TYPE}” on the Floor No. {FLOOR\_NO} of Tower No. {TOWER\_NO} in your proposed project in {PROPERTY\_NAME} at {PROPERTY\_ADDRESS} (here-in-after referred to as “the said flat”) vide Agreement for original Allotment Letter Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the terms and conditions accepted and signed by me and I have also paid to you Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only) as per receipts details whereof are enclosed in Annexure ‘A’

I now request that name of my NOMINEE (s) namely {BUYER\_1\_NAME} (PAN: {BUYER\_1\_PAN}) (AADHAR NO. {BUYER\_1\_AADHAR}), {BUYER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} R/O {BUYER\_1\_ADDRESS} be substituted in place of my name in the said Agreement for allotment Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and that the same be endorsed in his/her/their favour. For the said substitution, I am sending herewith all Original Documents to facilitate the matter. After substitution of the name of the above mentioned nominee(s). I shall have nothing to do with the said Agreement for allotment Dated \_\_\_\_\_\_\_\_\_\_\_ or have any lien, right, title and interest what so ever in “the said flat”. This letter of mine is irrevocable and is not subject to cancellation in anyway.

I have received back the amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) paid by me to the you from my nominee(s)

{BUYER\_1\_NAME} (PAN: {BUYER\_1\_PAN}) (AADHAR NO. {BUYER\_1\_AADHAR}), {BUYER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} R/O {BUYER\_1\_ADDRESS} vide my receipt dated\_\_\_\_\_\_\_\_\_\_\_ handed over to my said nominee(s) (copy whereof is enclosed herewith). I am hereby returning the receipt(s) issued by the Company in my/our favour in respect of this House/Flat/Unit to be endorsed in the name of nominee(s). The details whereof are given in Annexure ‘A’.

Yours faithfully,

Signature(s)

**{SELLER\_1\_NAME} (PAN: {SELLER\_1\_PAN}) (AADHAR NO. {SELLER\_1\_AADHAR}) {SELLER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} Jointly with {SELLER\_2\_NAME} (PAN: {SELLER\_2\_PAN}) (AADHAR NO. {SELLER\_2\_AADHAR}) {SELLER\_2\_HUSBAND\_WIFE\_DAUGHTER\_NAME}**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Enclosed: Receipt(s)

(To be signed by the Allottee(s))

ANNEXURE “A”

RECEIPT NO. DATE AMOUNT

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Total -------------------

Signature(s)

**{SELLER\_1\_NAME} (PAN: {SELLER\_1\_PAN}) (AADHAR NO. {SELLER\_1\_AADHAR}) {SELLER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} Jointly with {SELLER\_2\_NAME} (PAN: {SELLER\_2\_PAN}) (AADHAR NO. {SELLER\_2\_AADHAR}) {SELLER\_2\_HUSBAND\_WIFE\_DAUGHTER\_NAME}**

Dated:

To

M/s {COMPANY\_NAME}.

{COMPANY\_ADDRESS}

Subject: Flat No. {FLAT\_NO} unit no. {UNIT\_NO} Type “{UNIT\_TYPE}” on the Floor No. {FLOOR\_NO} of Tower No. {TOWER\_NO} at {PROPERTY\_NAME} at {PROPERTY\_ADDRESS}

Dear Sir,

This refers to my above mentioned application, I request you to kindly substitute the name of

{BUYER\_1\_NAME} (PAN: {BUYER\_1\_PAN}) (AADHAR NO. {BUYER\_1\_AADHAR}), {BUYER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} R/O {BUYER\_1\_ADDRESS} in place of my name in the above mentioned application.

For the said substitution of the name, I am sending herewith all original documents to facilitate the matter, and also enclosing a Draft No. \_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_ for Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ towards the Administrative Charges.

Thanking you,

Yours faithfully,

Signature(s)

**{SELLER\_1\_NAME} (PAN: {SELLER\_1\_PAN}) (AADHAR NO. {SELLER\_1\_AADHAR}) {SELLER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} Jointly with {SELLER\_2\_NAME} (PAN: {SELLER\_2\_PAN}) (AADHAR NO. {SELLER\_2\_AADHAR}) {SELLER\_2\_HUSBAND\_WIFE\_DAUGHTER\_NAME}**

THIS BOND OF INDEMNITY is made **{SELLER\_1\_NAME} (PAN: {SELLER\_1\_PAN}) (AADHAR NO. {SELLER\_1\_AADHAR}) {SELLER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} Jointly with {SELLER\_2\_NAME} (PAN: {SELLER\_2\_PAN}) (AADHAR NO. {SELLER\_2\_AADHAR}) {SELLER\_2\_HUSBAND\_WIFE\_DAUGHTER\_NAME} Both R/O {SELLER\_2\_ADDRESS},** the executants (hereinafter called the FIRST PARTY) in favour of M/s {COMPANY\_NAME}, {COMPANY\_ADDRESS} (hereinafter called the SECOND PARTY).

The expression “FIRST PARTY” and the “SECOND PARTY” unless the context requires a different or another meaning include the successor and heirs, executors, administrators and permitted assigns of the FIRST PARTY and the SECOND PARTY.

WHEREAS the FIRST PARTY is the allottee/co-allottee of Flat No. {FLAT\_NO} unit no. {UNIT\_NO}, Type “{UNIT\_TYPE}” on the Floor No. {FLOOR\_NO} of Tower No. {TOWER\_NO} admeasuring unit size {UNIT\_SIZE}sq. ft. (here-in-after referred to as “the said flat”) vide Agreement for allotment dated Dated: \_\_\_\_\_\_\_\_\_\_\_\_, and the SECOND PARTY are the colonizers / promoters of the said Residential Colony / Apartments, known as {PROPERTY\_NAME} at {PROPERTY\_ADDRESS}

AND WHEREAS the FIRST PARTY has/have constituted {BUYER\_1\_NAME} (PAN: {BUYER\_1\_PAN}) (AADHAR NO. {BUYER\_1\_AADHAR}), {BUYER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} R/O {BUYER\_1\_ADDRESS} (hereinafter called the TRANSFEREE) as his/her/their nominee in respect of “the said flat” so that hereinafter all rights, title and interest of the SECOND PARTY vest in the TRANSFEREE.

Now the FIRST PARTY, his/her/ their legal heirs, representatives, nominees, executors, successors and assignees declare that he/she/they shall have no right, title, interest or claim, what so ever, in the said allotment of Flat/House in future. The FIRST PARTY hereby undertakes to indemnify the SECOND PARTY indemnified against all costs, claims, damages, losses that the second party may bear or may be called upon to bear on account of substituting the name of the transferee in place of the First Party.

The First Party also undertakes to indemnify the SECOND PARTY indemnified against all claims, demands, levies, damages, charges of what so ever demanded by NOIDA AUTHORITY, or any other Authority or Dept. of Government, from the SECOND PARTY for the said transfer in favour of the TRANSFEREE.

IN WITNESS WHEREOF the FIRST PARTY has signed this Indemnity Bond on this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_, 2025 in the presence of witnesses.

WITNESSES EXECUTANTS

1. 1.

TRANSFEREE/CONFIRMING PARTY

**{BUYER\_1\_NAME} (PAN: {BUYER\_1\_PAN}) (AADHAR NO. {BUYER\_1\_AADHAR}), {BUYER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} R/O {BUYER\_1\_ADDRESS}**

Date:\_\_\_\_\_\_\_\_\_\_\_

To

M/s {COMPANY\_NAME}.

{COMPANY\_ADDRESS}

Subject: Flat No. {FLAT\_NO} unit no. {UNIT\_NO} Type “{UNIT\_TYPE}” on the Floor No. {FLOOR\_NO} of Tower No. {TOWER\_NO} at in {PROPERTY\_NAME} at {PROPERTY\_ADDRESS}

Dear Sir,

This is to inform you that I/We the allottee(s) has/have received from the Nominee i.e. {BUYER\_1\_NAME} (PAN: {BUYER\_1\_PAN}) (AADHAR NO. {BUYER\_1\_AADHAR}), {BUYER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} R/O {BUYER\_1\_ADDRESS} the amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- so far paid by the me/us to the Company as per details below:-

Basic Sale Price Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lease Rent Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parking Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Maintenance Deposit Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Power Backup Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other Amounts (if any) Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total (a) Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You are requested to kindly adjust the amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- paid by us (the allottee(s)) to the Company, as mentioned in a) above to the account of the Nominee i.e., **{BUYER\_1\_NAME} (PAN: {BUYER\_1\_PAN}) (AADHAR NO. {BUYER\_1\_AADHAR}), {BUYER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} R/O {BUYER\_1\_ADDRESS}** in your records for the subject property. The allottee(s) hereby confirms that he /they has / have received the amount back from the Nominee as mentioned above, and the Nominee confirms that he/she paid the amount to the Allottee(s) as per the detail here under:-

Cheque No. Date Amount (Rs.) Drawn On

Thanking you,

Yours faithfully

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

|  |  |  |  |
| --- | --- | --- | --- |
| |  | | --- | | **{SELLER\_1\_NAME} (PAN: {SELLER\_1\_PAN})**  **(AADHAR NO. {SELLER\_1\_AADHAR}) W/O MR. ANAND**  **PRAKASH Jointly with {SELLER\_2\_NAME}**  **(PAN: {SELLER\_2\_PAN}) (AADHAR NO. {SELLER\_2\_AADHAR})**  **{SELLER\_2\_HUSBAND\_WIFE\_DAUGHTER\_NAME}**  **BOTH R/O {SELLER\_2\_ADDRESS}** | | |  | | --- | | **{BUYER\_1\_NAME} (PAN: {BUYER\_1\_PAN}) (AADHAR NO. {BUYER\_1\_AADHAR}), {BUYER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} R/O {BUYER\_1\_ADDRESS}** | |

AFFIDAVIT CUM UNDERTAKING

I/We **{SELLER\_1\_NAME} (PAN: {SELLER\_1\_PAN}) (AADHAR NO. {SELLER\_1\_AADHAR}) {SELLER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} Jointly with {SELLER\_2\_NAME} (PAN: {SELLER\_2\_PAN}) (AADHAR NO. {SELLER\_2\_AADHAR}) {SELLER\_2\_HUSBAND\_WIFE\_DAUGHTER\_NAME} Both R/O {SELLER\_2\_ADDRESS}** do hereby solemnly affirm and declare as under:

1. That I/we had booked one unit bearing No. **unit no. {UNIT\_NO}** Type “{UNIT\_TYPE}” on the **Floor No. {FLOOR\_NO}**  of Tower No. **{TOWER\_NO}** super built-up area admeasuring unit size {UNIT\_SIZE}sq. ft. (hereinafter referred to as the **‘said Unit’**) in the Residential group housing complex named as **“{PROPERTY\_NAME}”** situated at {PROPERTY\_ADDRESS} (hereinafter referred to as the **‘said** **Complex’**) being developed and constructed byof M/s {COMPANY\_NAME} having its registered office at **Company Registered Office Address,** (hereinafter referred to as the ‘**Company**’).
2. That I/We have paid **Rs. /- ( )** to the Company towards the part consideration of the said Unit.That I/We have, out of my/our own and sweet will, assigned the aforesaid allotment and have relinquished all my/our rights, titles, interest and claims whatsoever in favour of my Assignee(s) to {BUYER\_1\_NAME} {BUYER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} (herein after referred to as “**the Assignee(s)**") and shall have no claim over the aforesaid allotment/unit or against the Company hereinafter.
3. That I/we have settled and completed the transaction of assignment of aforesaid unit with the aforesaid Assignee(s) and undertake not to backtrack/withdraw such assignment once the request for assignment is made to the Company.
4. That I/we hereby confirm that I/we have seen and understood the tentative plans, designs and specifications of the said Unit to be assigned to the said Assignee(s) and have informed my Assignee(s) that the allotment of the said Unit is provisional and the Company may re- allot/relocate the said Unit and may make such variations, additions, alterations etc. therein as it may, in its sole discretion: consider proper for the Project or as may be required by the Govt. agencies or the Architect of the Project. The necessary changes/alterations may involve change in position, location, orientation, number, dimensions, area etc. of the said Unit. I/we further confirm that in case of increase/decrease in the area etc. of the said unit; there will be no additional payment / refund of the administrative cost, if any, paid to the Company with the regard to assignment of allotment right.
5. That I/we have booked the said Unit of the Company through my Broker M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and have informed my Assignee(s) that in the event of applying for cancellation of booking of said Unit or transfer/ refund of booking amount from the company, the Assignee(s) shall have to obtain necessary "No objection Certificate" from such Broker and submit same to the Company for processing of cancellation/transfer/refund etc. failing which the brokerage / commission so paid by the Company to such Broker shall be deducted by the Company from the refundable / transferable amount as per terms of the allotment.
6. That I/we hereby clearly agree and understand that the development / construction period of the said Unit as stated in the Allotment Letter / Agreement shall be reckoned with effect from the date of assignment of allotment right in the said Unit in favour of my Assignee(s) and my such assignee(s) shall not claim for compensation for any delay in offer of possession of the said Unit by the Company.
7. I/we have verified and confirm that I/we have compiled with all the relevant statutory compliances under relevant provisions with respect to purchase, holding and assignment of aforesaid Unit as per law of the land. If the claim of the Assignee(s) towards the allotment of the said Unit after its endorsement in their favour by the Company is held to be paramount to my claim, I/we will not hold the Company Liable / responsible in any manner and settle my accounts with the said Assignee(s) on my own keeping the Company out of any litigation, loss or damages.
8. That after assignment of allotment rights in the said Unit in favour of my/our Assignee(s), they shall comply with the terms of the allotment and the rules and regulations of all concerned Government Authorities including the Real Estate (Regulation and Development) Act, 2016 (RERA, 2016) as may be applicable and shall make all the payments falling due to the Company or any other agency as and when demanded by the Company/ Such agency on any account and in case the said Assignee(s) raises any objection against the assignment subsequently due to any of my misrepresentations or on any ground whatsoever, I/we shall be liable for the consequences and undertaking to indemnify the said company for all or any losses resulting to the Company for endorsing the allotment of the said unit in favour of my Assignee(s).
9. I/We hereby unequivocally agree that my Assignee(s) shall be solely liable and responsible for payment of all stamp duty, registration charges and any other legal expense, payable for registration of agreement executed between me/us and Assignee(s) for assignment of rights in the said Unit and for registration of sale deed of the said Unit in favour of the Assignee(s).
10. I/We have properly conveyed / intimated to my Assignee(s) and the said Assignee(s) hereby agrees that any stamp duty paid by me for registration of original agreement executed by the Company will not be get adjusted against the stamp duty payable for registration of sale deed of the said Unit in favour of the Assignee(s) and the said Assignee(s) have agreed to pay the full value of the stamp duty, registration charges and any other legal expense for registration of the said Unit in favour of the Assignee(s) further my Assignee(s) have agreed to indemnify the Company against all expense, losses or damages with regard to deficiency in payment of stamp duty, registration charges etc.
11. That I/we assure that the Company that neither I/we nor anybody else claiming through me shall make any claim against the Company for registration of said Unit in favour of my Assignee(s) and I/we bind myself to deal with any such claims on my own and keep the said Company absolved of any liability in this regard.
12. That I/we state that neither I/we nor anybody claiming through me have filed any legal suit / complaints/petitions etc. against the company for any matter relating to the said unit before any Court, Forum, Police and any other Govt. authorities and no dispute is pending against the Company.
13. That in case the Company/ nominee(s) suffers any loss, damage or claim, consequent to its endorsing / assigning my rights and interests in the said Unit in favour of aforesaid Assignee(s) based on my aforesaid representation / documentation, I/we undertake to indemnify and keep indemnified the said Company and its staff and employees and the said nominee(s) to the extent of such loss, damage or claim.
14. That I/We disclosed all the facts about the payment of balance sales consideration, increased Basic Selling Price due to increase in area of the said Unit, Lease/Sub Lease Deed charges, penalty, interest, other charges as applicable by the concern or any Local authority or Department of Central or State Government shall be paid by the Assignee(s) after the Ownership change/Transfer of the said Unit.

DEPONENT(S)

I/WE, **{SELLER\_1\_NAME} (PAN: {SELLER\_1\_PAN}) (AADHAR NO. {SELLER\_1\_AADHAR}) {SELLER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} Jointly with {SELLER\_2\_NAME} (PAN: {SELLER\_2\_PAN}) (AADHAR NO. {SELLER\_2\_AADHAR}) {SELLER\_2\_HUSBAND\_WIFE\_DAUGHTER\_NAME}** the above named Deponents do hereby verify that the contents of Para 1 to 6 of the above affidavit are true to the best of my/our knowledge & belief and nothing material has been concealed therefrom, verified at Noida on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_2025.

## DEPONENT(S)

AFFIDAVIT CUM UNDERTAKING

I/We **{BUYER\_1\_NAME} (PAN: {BUYER\_1\_PAN}) (AADHAR NO. {BUYER\_1\_AADHAR}), {BUYER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} R/O {BUYER\_1\_ADDRESS}**. do hereby solemnly affirm and declare as under:

1. That I/ We are the nominee(s) / assignee(s) of **{SELLER\_1\_NAME}** **and {SELLER\_2\_NAME}** (herein referred to as the **"Allottee(s)"**) with regard to allotment of Flat (hereinafter referred to as "**said Unit**") bearing No. **unit no.** **{UNIT\_NO}**, **Floor No. {FLOOR\_NO}** , Tower in the project named as **{PROPERTY\_NAME}**, situated at {PROPERTY\_ADDRESS} with M/s {COMPANY\_NAME} having its Regd. Office at **Company Registered Office Address, & its corporate office at ATS Tower, plot no-16, Sector-135, Noida, Gautam Buddha Nagar, Uttar Pradesh, India** (hereinafter referred to as the **"Company").**
2. That the said Allottee has assigned his/her rights in the allotment of the said unit in my/our favour and has requested the Company to endorse the allotment in my/our favour as per procedure of the Company.
3. That I/we have settled and paid all dues and payments to the said allottee and nothing remains to be paid or done by me/us and hence I/we request the company to execute the endorsement of the said Unit in my/our favour and execute the sale deed for the said Unit on my/our compliance of the requisite formalities including payments, if any.
4. That I/we have checked and verified the antecedents of the Allottee and are satisfied that the request for Endorsement / Assignment in my/our favour is/are made by the proper Allottee and the Assignment / Endorsement Form is correct in all respect and necessary compliances have been done.
5. That I/we hereby confirm that before applying for record of assignment of allotment right of the said Allottee in the said unit in my/our favour, I/we have seen and understood the tentative plans, designs, and specifications of the said Unit and hereby agree that the allotment of said Unit is provisional and the Company may re-allot / relocate the said Unit and may make such variations, additions, alterations etc. the rein as it may, in its sole discretion; consider proper for the Project or as may be required by the Govt. agencies or the Architect of the Project. The necessary changes / alterations may involve change in position, location, orientation, number, dimensions, area, etc. of the said Unit. I/we further agree that in case of increase / decrease in the area of the said Unit; there will be no additional payment / refund of the administrative cost, if any, paid to the Company with regard to assignment of allotment right.
6. That before requesting for assignment of allotment right in our favour, I/we have physically inspected the Project and aware about the development status of the said project vis-à-vis said unit. I/we is/are aware about the specifications provided of the said Unit and the amenities / facilities/provided in the said project by the Company and shall not create in any dispute about the same upon assignment of allotment right of the said Unit in our favour. I/we have not relied upon any brochure, pamphlet and advertisement etc. of the Project / Unit and have requested for assignment of allotment right in our favour, purely based on our personal inspection and verification of physical status and conditions of the Project / Unit before such request. Further, I/we agree that the particulars of the said Unit as on the date of assignment are as follows:

|  |  |  |
| --- | --- | --- |
| (a) | Flat No. | unit no. |
| (b) | Floor | {FLOOR\_NO} |
| (c) | Tower |  |
| (d) | Land Area Admeasuring |  |
| (e) | Built-Up Area Admeasuring (sq.ft) |  |
| (f) | Preferential Location |  |
| (g) | Parking Space No. |  |
| (h) | Storage Space No. |  |
| (i) | Others |  |

1. That after the endorsement of the allotment of the said Unit in my/our favour, I/we undertake to comply with the terms of allotment and the Rules and Regulations of the Government including RERA, 2016 as may be applicable and shall make all the payments falling due to the company or any other agency as and when demanded by the Company/such agency on any account.
2. That I/we have sufficient knowledge that the Allottee has booked the said Unit of the Company through the Broker M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and in the event of applying for cancellation of booking of the said Unit or transfer / refund of booking amount from the Company, I/we shall have to obtain necessary "No objection Certificate" from such Broker and submit the same to the Company for processing of cancellation / transfer / refund etc., failing which I/we hereby agree that the brokerage / commission so paid by the Company to such Broker shall be deducted by the Company from the refundable / transferable amount as per terms of the allotment.
3. That I/we hereby clearly agree and understand that the development/construction period of the said Unit as stated in the Allotment Letter / Agreement shall be reckoned with effect from the date of endorsement of allotment right in my/our favour. I/we have verified the status of development of the project vis-à-vis the said Unit and aware about the fact that there may be some delay in completing the Project / said Unit by the Company and notwithstanding anything contained in the original Agreement executed in favour of our Assignor or in any Act / Rules regarding payment of interest / compensation for delay in offer of said Unit, I/we shall not claim for such compensation / Interest for any delay in offer of possession of the said Unit by the Company.
4. That notwithstanding anything contained in the application Form/Agreement/Allotment Letter dated **\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, which has been agreed and executed by our Assignor, I/we hereby agree and undertake that after assignment of allotment right of the said Unit in my/our favour, in case of increase in the allotted area of the said Unit, I/we shall pay for increased area as per the terms and conditions of the Agreement, Allotment letter executed by the Allottee in respect of the said unit. In addition to the above, I/we hereby agree to pay for increase in the additional Cost due to increase in area as per the terms and conditions of the Agreement, Allotment Letter executed by the Allottee in respect of the said Unit and / or due change in location of the area. In case of decrease of the allotted area of the said Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded / adjusted (as the case may be) by the company.
5. I/we hereby unequivocally agree to be solely liable and responsible for the payment of all the Stamp Duty, registration charges and other legal expenses payable agreement executed between the Allottee and ourselves for the assignment of the right in the said Unit for registration of sale deed of the said Unit in my/our favour.
6. I/we are fully aware and give my/our consent that the stamp duty paid by Assigner/Allottee for registration of original agreement executed by the company will not be adjusted against the stamp duty payable for registration of sale deed of the said unit in my/our favour and I/we hereby agree to pay the full value of applicable stamp duty along with registration charges and the other legal expenses for the registration of the said unit in our favour. Further I/we hereby agree to indemnify the Company and the Allottee against all expenses, losses or damages with regard to deficiency in payment of Stamp duty, registration Charges etc.
7. I/we have verified and confirm that I/we have complied will all the relevant statutory compliances under relevant provisions with respect to assignment, holding and sale of aforesaid Unit as per law of the land and entered into this assignment willfully after satisfying ourselves about the rights of the Assignor and legality of the assignment and transaction.
8. That in case the said Allottee, raises any objection against the endorsement subsequently on any ground whatsoever, I/we shall be liable for the consequences and undertake to indemnify the said Company for all or any loss resulting to the said Company for endorsing the allotment of the said Unit in my/our name on my/our aforesaid representation.
9. That if the claim of the Allottee towards the allotment of the said Unit after its endorsement in our favour by the company is held to be paramount to our claim, I/we will not hold the Company liable/responsible in any manner and surrender the said Unit in favour of the said allottee and settle our accounts with the said allottee on our own keeping the Company out of any litigation, loss or damages.
10. That after endorsement of the allotment of the said Unit in our favour, I/we undertake to comply with the terms of allotment and the rules and regulations of the Govt. as may be applicable and shall make all the payments falling due to the Company or any other agency as and when demanded by the Company/such agency on any account.

DEPONENT(S)

VERIFICATION:

I/We **{SELLER\_1\_NAME} (PAN: {SELLER\_1\_PAN}) (AADHAR NO. {SELLER\_1\_AADHAR}) {SELLER\_1\_HUSBAND\_WIFE\_DAUGHTER\_NAME} Jointly with {SELLER\_2\_NAME} (PAN: {SELLER\_2\_PAN}) (AADHAR NO. {SELLER\_2\_AADHAR}) {SELLER\_2\_HUSBAND\_WIFE\_DAUGHTER\_NAME}**. the above named Deponent(s) do hereby verify that the contents of Para 1 to 5 of the above affidavit are true to the best of my/our knowledge & belief and nothing material has been concealed therefrom, verified at Noida on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2025.

DEPONENT(S)