**INDEMNITY CUM UNDERTAKING AND DECLARATION**

This Undertaking-cum-indemnity & Declaration is executed at …………. on this …. day of ……………… 2022

BY

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as **“EXECUTANT(S)”** and /or **“I”** and /or **“WE”** which expression shall unless repugnant to the context or meaning thereof be deemed to include our heirs, executors, administrators, legal representatives, successors and assign) of the ONE PART; IN FAVOUR OF **M/s JINDAL REALTY LIMITED** a company incorporated under the Companies Act, 1956 having its office at DSM 648, 6th Floor, DLF, Tower, ShivajiMarg, Moti Nagar, New Delhi-110015 (hereinafter referred to as the **“COMPANY”** which includes its Assigns, Nominees, Successors, etc.) of the OTHER PART.

**WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as **“Transferor(s) / Assignor(s)”)** have severally/ jointly applied for registration/booking for allotment of a Plot No**……..** tentatively admeasuring **………….** Sq.Yd. (hereinafter referred to as said “Unit”) in **”Jindal Global City”**, Sector-35, Sonipat, Haryana from M/s Jindal Realty Ltd. Out of the total consideration and other applicable charges/ taxes for the said Unit, the Transferor(s) / Assignor(s) have jointly/severally paid an amount of Rs…………………/- (Rupees ……………………………………………………………………………. …………………. Only), details of which have been submitted to the Company for the verification.

**AND WHEREAS** the Transferor(s) / Assignor(s) now wishes to transfer/assign the said registration/ booking/ allotment of the said Unit in my/our favour. In pursuant thereof, I/We have jointly requested the Company to assign the said registration/ booking/ allotment of the said Unit in my/our name in place of the name of the Transferor(s) / Assignor(s).

**AND WHEREAS** I/We are ready, willing and undertake to pay the balance of the sale consideration along with other charges and dues as applicable, as per the Agreement/Payment Plan to the Company directly on transfer / assignment of the said booking / registration / allotment / agreement for the said unit.

**NOW THIS INDEMNITY CUM UNDERTAKING & DECLARATION WITNESSES AS UNDER:**

1. I/We say, state and confirm that pursuant to the registration / booking / allotment of the said Unit in the name of the Transferor(s) / Assignor(s), the said Transferor(s) / Assignor(s) have nominated me/us by transferring / selling / assigning his/her/their rights under the said booking / registration / allotment / Agreement and substituted me/us in place of the Transferor(s) / Assignor(s) in the said registration / booking / allotment / Agreement. Whereupon, I/We do hereby confirm to have jointly requested M/s Jindal Realty Ltd. to transfer/assign the said unit in my/our name and substitute my/our name in the said booking / registration / allotment in place of the Transferor. After substitution/ transfer of the Said Unit in my/our name, the Transferor(s) / Assignor(s) shall cease to be the beneficiary/party(ies) to the said registration / booking / allotment / agreement and shall not have any claim, right, interest or lien of any nature whatsoever in the said Unit at any point of time.
2. I/We state and declare that I/We have seen the Transferor(s) / Assignor(s) and checked and verified the incidence including the Allotment papers, progress at site and thereafter paid the entire amounts towards the part sales consideration to the Transferor(s) / Assignor(s) which was paid by the Transferor(s) / Assignor(s) to the Company under/against the said booking / registration / allotment / agreement for the said unit and have settled the entire accounts with the Transferor(s) / Assignor(s), without ant intervention or involvement of the Company. Henceforth, the part amount paid by the Transferor(s) / Assignor(s) jointly/ individually towards the registration / Allotment / booking / part sale consideration for the said unit should be considered to have been paid by me/us. I/We further undertake to pay the balance sale consideration and other charges as applicable in terms and conditions as set out in the Booking/ Registration/ Allotment / Agreement with respect to said Unit which I/We have fully understood and undertake to pay the same to the Company in timely manner and also agree to abide by all the terms and conditions of the registration/ booking/ allotment/Agreement for the said unit as if the same was executed by me/us and also undertake to execute the Application form/ Buyer’s Agreement/any other agreements/ documents, if required by the company.
3. That the registration /allotment or Standard Buyer Agreement in respect of the said Unit as applicable may be executed/transferred and registered/ endorsed in my/our favour. Further, the Sale Deed/Conveyance Deed may be registered in my/ our favour after I/We have made the full payment due to the Company on all accounts including registration charges and cost of stamp paper etc. and other charges due and payable by me/us.I have verified the progress at site and undertake not to claim any compensation from the Company on account of delay in offer of possession of the unit and hereby waive my rights to claim such compensation from the Company.
4. I/We further state and warrant that all the money receipts issued to the Transferor(s) / Assignor(s) by the Company – M/s Jindal Realty Ltd. against the payment of registration/ Allotment/ booking amount /part consideration towards the purchase of the aforesaid Unit is free from all sort of encumbrances, mortgage, prior sale etc. and the same have not been given/offered to be given as a security of repayment of any loan to anyone. All the necessary Due Diligence has been conducted/made by me/us prior to my/our request for transfer and substitution of my/our name in place of the Transferor.
5. I/We have understood as explained by the Transferor(s) / Company that the Company is in the process of developing the said Unit in accordance with consolidated layout plan for the entire colony / Project in which the said Unit is located, as submitted to the Statutory/Competent Authority for final approval/ completion. If any changes in the said layout plan and/or drawings are required by any statutory authority(ies) or Govt., or at the behest of the Company or otherwise, the same may be effected suitably, to which I/we hereby agree and has given my/our irrevocable consent to the Company to carry out the same. If as a result thereof, there be any change in the location, preferential location, number, boundaries or area of the said Unit the same shall be valid and binding on me/us. Further, if there is any increase or decrease in the area of the said Unit, revised price shall proportionally be determined by the Company and I/We shall pay the same as and when demanded by the Company. If any preferentially located Unit, ceases to be so located, the Company will be liable only to refund/adjust without interest such extra charges paid if any.
6. That the Transferor(s) / Assignor(s) have been left with no claim, right, interest, lien over the said Unit, allotment, registration, booking and/or against the company. The Transferor(s) / Assignor(s) shall not claim any amount from M/s Jindal Realty Ltd. and shall not ask, demand and sue to recover any and all sums of money from the company in respect the registration/ allotment/ booking and/over the above mentioned Unit. I/We understand that the Company - M/s Jindal Realty Ltd. has agreed to transfer the said Unit/ Allotment/ Booking/ right to purchase solely relying on my/our statement/request.
7. I/We, jointly and severally, undertake to keep the Company, its successors and assigns harmless and indemnified against any claims, losses, damages, costs including litigation costs, including the claims by the Transferor(s)/ Assignor(s) or any other person claiming through/under him etc. of all kinds whatsoever suffered or incurred directly or indirectly or in any manner whatsoever by the Company at any point of time in present or future, in respect and on account of the Transfer/Nomination /Assignment of the said registration / booking / allotment / Agreement for the said Unit in my/our favour and based on the documents submitted by me/us and Transferor(s)/ Assignor(s) to the Company.
8. I/We further say that I/We have not violated any of the relevant provisions of law, particularly the provisions of Indian Stamp Act in making/accepting the aforesaid transfer/ nomination/ substitution /change in the right to purchase in the said registration/ booking / allotment/ in the right to purchase under the said registration / allotment / Booking, and if there shall be any liability, duty, penalty of whatever kind in this regard, I/We shall be exclusively liable and responsible thereof, and I/We do undertake to pay the same and do hereby jointly/severally indemnify and keep indemnified M/s Jindal Realty Ltd. against any loss, penalty damage that may be caused.
9. I/We declare that the facts mentioned above are true and correct and nothing has been concealed and in case any consequences arise because of any false statement or concealment of any fact, I/We shall severally and individually be responsible and liable. I/We do hereby jointly/severally indemnify the Company – M/s Jindal Realty Ltd. and keep the Company indemnified against any damage, loss, penalty and or/ legal injury that may be caused in this behalf including those arising out of the Indian Stamp Act and or any act done by me.
10. I/We furnish this undertaking-cum-indemnity out of my/our free will and volition and without any coercion, misrepresentation, undue influence or pressure from the Company.

**IN WITNESS WHEREOF THE EXECUTANT(S) HAS SIGNED THIS UNDERTAKING-CUM-INDEMNITY AND DECLARATION ON THE DAY, MONTH & YEAR FIRST HEREIN ABOVE MENTIONED.**

**EXECUTANT(S)**

**WITNESSESS:**