**INDEMNITY CUM UNDERTAKING AND DECLARATION**

This Undertaking-cum-indemnity & Declaration is executed at ………..…… on this …. day of December 2021

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

**AND WHEREAS** I/We now wishes to transfer/assign the said registration/ booking/ allotment for the said Unit in favour of my/our Transferee(s)/Nominee(s)/Assignee(s) **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as the **Transferee(s) / Assignee(s) / Nominee(s)** ). In pursuant thereof I/We have requested the Company to assign the registration/ booking/ allotment for the said Unit in the name of the aforesaid Nominee(s)/ Transferee(s)/ Assignee(s) in place of the Executant(s).

**AND WHEREAS** I/We are making the nomination / transfer / assignment of the said registration/ booking/ allotment for the said Unit in favour of the Nominee(s)/ Transferee(s) / Assignee(s) voluntarily and out of free will, consent and the same has been done by me/us without any force, coercion, pressure, undue influence, fraud of whatsoever nature from anyone.

**NOW THIS INDEMNITY CUM UNDERTAKING AND DECLARATION WITNESSTH AS UNDER:**

1. I/We further say and state that pursuant to my/our registration / booking / allotment, I/We do hereby confirm to have requested M/s Jindal Realty Ltd. to transfer/assign/ nominate the said Unit in the name of my/our Transferee(s)/ Assignee(s)/ Nominee(s) and to substitute the Transferee(s)/ Assignee(s)/ Nominee(s) in my/our place in the said booking / registration / allotment. After substitution/ transfer of the Said Unit / name of the Transferee(s) / Assignee(s)/ Nominee(s), I/We 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. This nomination / transfer / assignment are irrevocable and shall not be cancelled and revoked by me/us at any point of time in future or present. I/We undertake and confirm that I/We have not created any mortgage, charge or any third party rights or encumbrances on the receipts/Unit issued by the Company including the registration / allotment of the said Unit.
2. I/We have explained to the nominee(s) / transferee(s)/Assignee(s) that the Company is in the process of developing the said Unit in accordance with consolidated layout plan for the entire colony/project, as submitted to the Statutory /Competent Authority for final approval/completion, which have been explained to and understood by the Transferee(s)/Assignee(s) /Nominee(s). However, if any changes in the said layout plan and/or drawings are required by any statutory authority(s) of Govt., or at the behest of the Company or otherwise, the same may be effected suitably, to which the nominee(s) / assignee(s) hereby agrees and has given his/her/their consent to the Company to carry out the same.
3. I/We confirm to have received from the Transferee(s) /Assignee(s) /Nominee(s) the entire amounts paid by me/us to the Company towards the part sales consideration under/against the said booking / registration / allotment / agreement and have settled the entire accounts with the Transferee(s)/Assignee(s)/Nominee(s)without ant intervention or involvement of the Company. Henceforth, the amount paid by me/us jointly/individually towards the registration / Allotment / booking / part sale consideration should be considered to have been paid by Transferee(s)/ Assignee(s)/ Nominee(s). The Transferee(s)/ Assignee(s)/ Nominee(s) shall pay the balance amount of sale consideration and other charges as may be applicable, still due as per the Company payment schedule and shall also execute all the documents including application form and/or standard Buyer Agreement if required with the Company directly. Further, the Sale Deed/Conveyance Deed may be registered /executed in favour of the nominee(s) / transferee(s)/Assignee(s).
4. I/We further state and warrant that the money receipts issued to me/us 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.
5. I/We have no claim, right, interest, lien over the said Unit, allotment, registration, booking and/or against the company. I/We 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.
6. I/We do hereby, jointly and severally undertake to keep the Company, its successors and assigns harmless and indemnified against all or any claims, losses, damages, costs including litigation costs, etc. of all kinds whatsoever suffered or incurred directly or indirectly or in any manner whatsoever by the Company, its successors and assigns in respect of the transfer/assignment of the booking / registration / allotment of the said Unit by me/us in favour of the said Transferee(s)/Assignee(s) at any point of time in present or future.
7. 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 the aforesaid transfer/ nomination/ assignment /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.
8. 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., its successors and assigns and keep the Company, its successors and assigns 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.
9. 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:**

 1.

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