

UNDERTAKING CUM INDEMNITY

This undertaking cum Indemnity Bond is executed at _____ on this the _____ day of _____ 201____

BY

Mr./Mrs./Ms./M/s. _____

S/W/D/C/o _____

R/o _____

And

Mr./Mrs./Ms./M/s. _____

S/W/D/C/o _____

R/o _____

(hereinafter called the **Assignee(s)**) in favour of Mapsko Builders Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at 52, North avenue Road, Punjabi Bagh West, New Delhi - 110026 and all its directors and employees, (hereinafter called as the "**Company**").

The terms Assignee(s), if not inconsistent with the context shall include and mean their respective legal heirs, successors, executors, administrators, legal representatives and permitted assignees.

WHEREAS Mr./Mrs./Ms./M/s. _____

S/W/D/C/o _____

R/o _____

And

Mr./Mrs./Ms./M/s. _____

S/W/D/C/o _____

R/o _____

(Hereinafter called the **Allottee(s)/Assignor(s)**) was/were allotted a Plot No. _____ Measuring _____ (Sq. Yd.) in "MAPSKO ASPR GREENZ", Sector - 35, Sonipat,

Haryana (hereinafter referred to as "**Plot**") by the Company, the developer vide Plot Buyer's Agreement /Allotment Letter /Application Form dated _____executed between the Allottee(s)/Assignor(s) and the Company. The Allottee(s)/Assignor(s) has/have so far paid Rs. _____ (Rupees

_____ only) to the Company against aforesaid allotment.

AND WHEREAS the Allottee(s)/Assignor(s) has assigned/transferred by way of assignment all his/her/their right/interest/title with respect to the Plot in favour of Assignee(s) and approached/requested the Company to record necessary changes in its records or other relevant documents for substitution/transfer aforesaid right/interest/title of Allottee(s)/Assignor(s) in favour of Assignee(s) regarding the Plot. The aforesaid substitution/transfer is on the mutual understanding and joint request of the Allottee(s)/Assignor(s) and the Assignee(s) and they bear complete responsibility of consequences arising thereof.

AND WHEREAS the Company, acting in good faith and on the representations made by the Original Allottee(s)/ Assignor(s) and the Assignee(s), has agreed to record the said change in its records and endorse the original Plot Buyer's Agreement /Allotment Letter /Application Form at the sole risk, responsibility of the Original Allottee(s)/ Assignor(s) and the Assignee(s)

Now the Assignee(s) undertakes to indemnify the Company and its directors, officers, employees, staff and associates as under:

1. The Original Assignee(s) hereby indemnify and shall always keep the company and its directors and employees indemnified against any loss or damage that they may sustain in agreeing to the request of the Original Allottee(s)/ Assignor(s) and the Assignee(s) or any claim of any revenue or other authority, proceeding or litigation that may be taken out or brought against them or arising out of or in connection with the aforesaid nomination/assignment/substitution/transfer of the Plot and the company shall be fully entitled and empowered to have its charge on the said Plot in the event the Original Allottee(s)/Assignor(s) and the Assignee(s) fail to keep their commitment in this regard.
2. That the transfer/assignment by Allottee(s)/Assignor(s) in favour of Assignee(s) with respect of the right/interest/title of the said Plot, and request of substitution/transfer in Company's record thereof, is being made and accepted with mutual consent and understanding of Allottee(s)/Assignor(s) and Assignee(s) inter-se in a sound mental state without any undue pressure, force or coercion without any interference or involvement of the Company.
3. Assignee(s) undertake to bear all the requisite expenses and pay all charges, direct or indirect, for the purpose of the transfer as levied by MAPSKO Builders Private Limited or any government or other statutory authority. Assignee(s) shall also be liable to pay all the statutory dues to the government.
4. Assignee(s) shall indemnify Company in case of any expense, loss or liability incurred by MAPSKO Builders Private Limited incidental or consequential to the aforesaid transfer or due to any breach of any of the terms of the instant undertaking cum indemnity.
5. That Allottee(s)/Assignor(s) has/have paid or shall pay all dues on account of maintenance, arrears or on any other account till date of substitution/transfer, as raised by the Company are paid by the Allottee(s)/Assignor(s). In case any amount become refundable from aforesaid payment made by Allottee(s)/Assignor(s), the Assignee(s) undertake/s not to raise any claim of refund of the same from the Company. The Company shall have right to deal with the same as per its policy. The Assignee(s) undertake to indemnify the Company against all/any adverse consequences arising from situation of non-transfer/non-substitution of right/interest/title in favour of Assignee(s) due to non-compliance of any term or condition of substitution/transfer either by the Allottee(s)/Assignor(s) or Assignee(s).
6. That Assignee(s) undertake to pay all demands raised on account of balance consideration/payment, interest (if any), maintenance, repair, increased IDC/EDC, any statutory payment, further developments or on any other account subsequent to substitution/transfer, may such demand is related to any past act/event/activity or

present/future requirement. The Assignee(s) undertake not to raise any objection to the same on ground of Assignor(s)/Allottee(s) liability. All such payments shall be liability of the Assignee(s), which Assignee(s) may recover, if so permitted, from the Assignor(s)/Allottee(s) subsequently.

IN WITNESS WHEREOF the Original Allottee(s)/ Assignor(s) and the Assignee(s) have executed this Indemnity Bond signed on the day, month and year above written in the presence of the following witnesses:

WITNESSES:

ASSIGNEE(S)

1.

2.

3.

Name:- _____

Address: _____

Mobile: _____

Email: _____

Date:

Place: