

Request Letter from Transferor

Date:- _____

To,
Eldeco Green Park Infrastructure Ltd,
201-212, 2nd Floor, Splendor Forum,
District Centre, Jasola, New Delhi- 110025

Subject: - Request for Transfer

Dear Sir,

I/We have been allotted a Plot bearing no. _____, (herein "**Plot**") in Eldeco Amaya, situated at situated at Sector-33, Sonipat, Haryana, by Eldeco Green Park Infrastructure Limited ("**Company**"), vide Agreement to Sell dated _____ (herein "**Agreement**").

I/We have prior to registration of the Agreement/Conveyance Deed in my/our favour desired/agreed to transfer/assign my/our right and interest in the Plot conferred upon me/us by virtue of Agreement and in favour of my/our nominee (s) namely

Mr./Mrs. _____

R/o _____

_____ (Name & Address of Transferee/Nominee)

I/We hereby request the Company to transfer/assignment of my/our right in the Plot to and in favour of my/our above mentioned Nominee(s) and endorse/novate the Agreement in his/her favour and execute a Novation Deed/Conveyance Deed in favour of the Nominee(s).

I/We hereby further request you to treat the amount received till date against the Plot being paid by aforesaid Nominee(s) for all purposes, whatsoever.

I/We confirm that upon transfer/assignment of my/our right in the Plot to and in favour of my/our Nominee(s), I/we shall be left with no rights, claims, interest etc in the Plot as well as amount towards the Plot and the same shall always remain binding on me/us and my/our legal heirs. Further, I/we shall always keep the Company harmless and indemnified against any losses/fines/penalties etc in case Company relying upon this letter transfer/assign the allotment of the Plot and endorse the Agreement in his/her favour and execute a Novation Deed/Conveyance Deed in favour of the Nominee(s).

This letter is being prepared on my/our instruction and I/we have signed this letter after understanding its content and voluntarily without any pressure.

Thanking You
Yours Sincerely

Mr./Mrs. _____

R/o _____

_____ (Name and address of Transferee)

(From Allottee/Transferor on Rs.10/- Stamp paper – All joint applicants to sign)

LETTER OF AUTHORITY

Date : _____

To

Eldeco Green Park Infrastructure Limited

201-212, 2nd Floor, Splendor Forum,

Jasola District Centre, New Delhi-25

Dear Sir,

I/We on terms and condition contained in Agreement to Sell dated _____, (“**Agreement**”) was allotted a residential Plot bearing no. _____, in the project, namely, Eldeco Amaya, situated at Sector- 33, Sonapat, Haryana (herein “**Plot**”) by the Company.

I/We have now agreed to transfer/assign my/our right and interest in the Agreement and in the Plot conferred upon me/us by virtue of Agreement absolutely to and in favour of my/our below mentioned Nominee(s) namely

Mr./Mrs. _____

R/o _____

_____ (Name & Address of Transferee/Nominee)

I/We have vide letter dated.....requested the Company to transfer/assign my/our right and interest in the Plot in favour of aforesaid Nominee and accordingly I/we hereby authorize the Company to transfer/assign my/our right in the Plot to and in favour of my/our above mentioned Nominee(s) and accordingly endorse the Agreement in his/her favour and execute a Novation Deed/Conveyance Deed in favour of the Nominee(s).

This Letter of Authority is irrevocable and same is signed by me/us willfully, voluntarily without any pressure/ coercion.

Thanking you

Yours faithfully,

Mr./Mrs. _____

R/o _____

_____ (Name and address of Transferor)

(From Transferor on Rs.10/- stamp paper – All joint applicants to sign)

AFFIDAVIT

Affidavit of (i) Mr. _____, S/o Mr. _____, R/o _____
and (ii) Mr. _____, S/o Mr. _____, R/o _____

I/We, the above-named deponents, do hereby solemnly affirm and state as under:

1. I/We state that on terms and condition contained in Agreement to Sell dated _____, (“**Agreement**”) allotted a Plot No. _____, in the project, namely, Eldeco Amaya, situated at Sector- 33, Sonipat, Haryana (herein “**Plot**”) by Eldeco Green Park Infrastructure Limited, having its Office at 201-212, 2nd Floor, Splendor Forum, Jasola District Center, New Delhi-110025. (herein “**Company**”).
2. I/We state that I/we aware that the Agreement has to be registered, however, prior to registration of the Agreement and Conveyance Deed as required under law I/we have agreed to transfer/assign my/our right in the Plot to and in favour Mr. _____ S/o Mr. _____, R/o _____ (herein “**Nominee(s)**”) and accordingly vide letter dated-_____ requested the Company.
3. I/We state that upon transfer/assignment of my/our right in the Agreement in favour of Nominee(s), I/we shall be left with no rights, claim, interest etc in the Plot as well as amount paid towards the Plot and the same shall always remain binding on me/us and my/our legal heirs.
4. I/We state that the Letter of Authority dated _____ signed by me/us willfully, voluntarily and without any pressure/ coercion and the same shall always remain binding upon me/us and my/our legal heirs.
5. I/We state that I/we have no objection, if consequent upon such assignment/transfer of my/our rights, interests in the Plot, the Conveyance Deed/Sale Deed of Plot be executed and registered by the Company in favor of my/our Nominee(s).
6. I/We state that I/we shall be liable to pay all fines, penalties, charges, fee, taxes, duties etc, if any imposed on account of my/our transferring/assigning the Plot prior to registration of the Agreement/Conveyance Deed.
7. I/We state that neither I/we shall raise any claim, dispute etc. of any nature whatsoever, at any time (now or in future) against the Company in respect to the Plot and the amount paid against the Plot nor any person(s) under or through me/us shall be entitled to claim any rights, interest etc in the Plot/amount paid thereon.
8. I/We state that I/we shall always keep the Company harmless and indemnified against all damages/losses/claims/costs/expenses and/or any other legal injury as may be caused to/suffered by the Company on account of transferring/assigning my/our right in the Plot to and in favour of Nominee(s) and thereupon issuing fresh Agreement or novating the Agreement in favour of the Nominee(s) and subsequent transfer of the Plot by way of Conveyance Deed/Sale Deed in his/her/their favour including any misrepresentation or concealment of facts.

DEPONENT (S)

VERIFICATION

I/We, the Deponents above named do hereby solemnly verify that the contents of this Affidavit as contained in paragraphs 1 to 8 are true to my/our knowledge and that no part thereof is false and nothing is concealed therefrom.

Verified in _____ on this _____ day of _____ 2023

DEPONENT (S)

(From Transferee on Rs.10 Stamp paper – All joint applicants to sign)

LETTER OF UNDERTAKING

Date:

To

Eldeco Green Park Infrastructure Limited

201-212, 2nd Floor, Splendor Forum,

Jasola District Centre, New Delhi-25

Dear Sir,

I/We have got an irrevocable Letter of Authority dated _____ from Mr. _____, son of Mr. _____, and Mrs. _____ wife of Mr. _____ both R/o _____ (herein "**Transferor**"), who was/were allotted a Plot No. _____, in the project namely Eldeco Amaya, situated at Sector-33, Sonipat, Haryana (herein "**Plot**") on terms and condition contained in Agreement to Sell dated _____ (herein "**Agreement**").

The Transferor by virtue of aforesaid letter has authorized the Company to assign/transfer his/her/their rights in the Agreement and in the Plot absolutely in my/our favour as his/her/their nominee (s).

I/We acknowledge that prior to registration of the Agreement and Conveyance Deed as required under applicable law the Transferor has assigned/transferred the Plot in my/our favour and accordingly the Company shall endorse the Agreement in his/her favour and execute a Novation Deed in favour of the Nominee(s). I/We further acknowledge that I/we have seen the Agreement of the Company and have no objection to its terms and condition.

I/We agree that in case the Transferor fails to clear the penalty, charges, fee etc if any levied on account non registration of the Agreement and Conveyance Deed than I/We shall pay the same. I/We undertake to sign the Agreement in respect of the Plot upon assignment/transferring of Transferor right in the Plot in my/our favour. I/We also agree to get the Agreement of the Plot registered within the period as may be asked by the Company and pay the requisite fee, charges, stamp duty etc in this regard.

I/We request you to give effect to the aforesaid letter and assign/transfer the Transferor right in the Plot my/our favour absolutely.

I/We also agree and undertake as under:

- (i) To accept the endorsed Agreement of the Company in respect of Plot and sign and execute a Novation Deed.
- (ii) To deposit with the Company the stamp duty, registration fee and incidental charges for getting registration of Agreement and Conveyance Deed/Sale Deed of the Plot my/our favour as and when asked by the Company at its own behest or at the behest of the State Government.
- (iii) To pay the cost, taxes, fee, charges etc in terms of the Agreement of the Plot.
- (iv) To pay directly to the local or statutory authority/company all rates, taxes, charges and assessments of every description which are assessed, charged, levied or imposed now or in future or retrospectively on the Plot upon its assignment/transfer in my/our favour.
- (v) To pay any taxes, fee or charges including stamp duty, which may be levied, charged, imposed now or in future by any local administration, state/central government on assignment/transfer of right in the Plot by the Company.

I/we have signed this letter after understanding its content and voluntarily without any pressure.

Thanking you
Yours faithfully,

Mr./Mrs. _____

R/o _____

_____ (Name and address of Transferee)

(From Transferee on Rs.10 stamp paper – All joint applicants to sign)

AFFIDAVIT

Affidavit of (i) Mr. _____, S/o Mr. _____, R/o _____
and (ii) Mr. _____, S/o Mr. _____, R/o _____

I/We, the above-named deponents, do hereby solemnly affirm and state as under:

1. I/We state that vide Letter of Authority dated _____ Mr _____, son of. Sh _____ and Mrs _____ both R/o _____ (herein "**Transferor**") nominated me/us for transfer/novation of his/her/their right in Plot No. _____, in the project, namely, Eldeco Amaya, situated at Sector-33, Sonipat, Haryana (herein "**Plot**") allotted by Eldeco Green Park Infrastructure Limited, having its Office at 201-212, 2nd Floor, Splendor Forum, Jasola District Center, New Delhi-110025 (herein "**Company**").
2. I/We state for getting transfer/assignment of right of Transferor in the Plot and Agreement to Sale dated _____ (herein "**Agreement**"), the Company shall endorse the Agreement and I/we shall sign and execute the Novation Deed and shall always abide by its terms and condition.
3. I/We state that upon transfer/assignment of the Plot to and in my/our favour then all liabilities; dues etc in relation to the Plot shall solely stands novated/transferred in my/our favour.
4. I/We state that I/we shall pay any taxes, fee or charges including stamp duty, as may be levied, imposed now or in future towards transfer/assignment of Transferor right in the Plot in my/our favour by any authority/department.
5. I/We state that the Letter of Undertaking dated _____ signed by me/us willfully, voluntarily and without any pressure/ coercion and the same shall always remain binding upon me/us and my/our legal heirs.
6. I/We state that I/we shall pay directly to the local or statutory authority/Company all rates, taxes, charges and assessments of every description which are assessed, charged, levied or imposed now or in future or retrospectively upon the Plot.
7. I/We state that in case any penalty, charges, fee etc levied/imposed on account non registration of the Agreement/Conveyance Deed of the Plot by the Transferor than I/we shall be liable to pay the same, if the Transferor fails to pay the same.
8. I/We state that I/we shall pay the registration fee, stamp duty and other charges payable for getting the Agreement and Conveyance Deed/Sale Deed of the Plot registered in my /our favour.
9. I/We state that I/we shall always keep the Company harmless and indemnified against all damages/losses/claims/costs/expenses and/or any other legal injury as may be caused to/suffered by the Company on account of assigning/transferring the right of the Transferor in the Plot in my/our favour and its subsequent transfer by way of Conveyance Deed/Sale Deed in my/our favour or concealment of facts.

DEPONENT (S)

VERIFICATION

I/We, the Deponents above named do hereby solemnly verify that the contents of this Affidavit as contained in paragraphs 1 to 9 are true to my/our knowledge and that no part thereof is false and nothing is concealed therefrom.

Verified in _____ on this _____ day of _____ 2023

DEPONENT (S)