

Information regarding transfer case plot.

RAHUL KUMAR <kumar-rahul@dlf.in>
To: Ram Net <ramnet.judge@gmail.com>
Cc: RAMA RAO SUBUDHI-DHDL <S-RAMA@dlf.in>

Sat, Aug 14, 2021 at 4:13 PM

Dear Sir/Madam,

This is with reference to trail mail and our telephonic discussion.

Kindly find the attached transfer set for your reference. You are requested to kindly submit the dully filled and notarised set as per below mentioned check list to enable us to initiate the transfer process.

- Request for Assignment.
- Agreement between Assignor & Assignee (Draft attached).
- Letter from Assignor (Draft attached).
- Letter from Assignee (Draft attached).
- Letter from Assignor & Assignee (Draft attached).
- Affidavit of letter of allotment holder (Assignor) (Draft attached).
- Affidavit of Assignee (Draft attached).
- Undertaking from Assignee (Draft attached).
- Undertaking of missing receipt, if any from Assignee (Draft attached).
- Deed Of Indemnity of missing receipt, if any from Assignor (Draft attached).
- Affidavit of missing receipt, if any from Assignor (Draft attached).
- Copy of letter of allotment (Draft attached |).
- Declaration from the Assignor (Draft attached).
- Declaration from the Assignee (Draft attached).
- In case of bank loan the bank closure letter in original is required to transfer the property along with PTM and other document issued to Bank.
- Copy of Pan card of the Assignor and Assignee.
- Letter from bank for verifying Signature of Assignor and Assignee both.
- All the original receipts. In case more than 3 receipts are missing, FIR copy and publication in Hindi and English Newspaper is required.
- Letter of Allotment in original.
- Demand draft of outstanding balance.
- Pan card of witnesses.

In case you need any further clarifications, kindly do let us know.

Rahul Kumar

Customer Services



DLF Ltd.,

Tower B, 2nd Floor, DLF My Pad,

TCG-6/6 Vibhuti Khand,

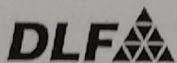
Gomti Nagar, Lucknow 226010

Uttar Pradesh, India.

Phones: (+91) 9643646564(M) | email: kumar-rahul@dlf.in

Rahul Kumar

Customer Services



DLF Ltd.,

Tower B, 2nd Floor, DLF MyPad,

TCG-6/6 Vibhuti Khand,

Gomti Nagar, Lucknow 226010

Uttar Pradesh, India.

Phones: (+91) 9643646564(M) | email: kumar-rahul@dlf.in

From: Ram Net <ramnet.judge@gmail.com>

Sent: 14 August 2021 02:56 PM

To: RAHUL KUMAR <kumar-rahul@dlf.in>


Subject: Information regarding transfer case plot.

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








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9 attachments

-  **UNDERTAKING 2.docx**
20K
-  **UNDERTAKING.docx**
13K
-  **AFFIDAVIT from Seller and Buyer.docx**
20K
-  **AGREEMENT TO SELL.docx**
26K
-  **Check list.docx**
14K
-  **Declaration.docx**
17K
-  **FULL & FINAL RECEIPT.docx**
16K
-  **irrevocable letter.docx**
16K
-  **Missing reciept Format.doc**
55K

AGREEMENT TO SELL

This Agreement to assign rights of ownership is made on the _____

Mr. _____ S/o
_____ (hereinafter to be called the assignor (seller) which expression shall unless repugnant to law or expressly excluded by the context mean and include all his heirs, successors, legal representative and assigns and administrators)

IN FAVOUR OF

Mr. _____ S/o

(herein after to be called the assignees(buyer) which expression shall unless repugnant to law or expressly excluded by the context mean and include their heirs, successors, legal representatives and assigns and administrators).

WHEREAS the **assignor has applied for the allotment of a Plot admeasuring _____ sq yards** in the project known as **DLF Garden City, Village Purseni, Raibarielly Road, Lucknow, Uttar Pradesh** (hereinafter collectively referred to as "the Plot") and was allotted the Plot No. _____ vide allotment letter dated _____, (hereinafter referred to as Allotment letter) from M/s DLF Ltd.

WHEREAS some amounts are still payable to M/s DLF Ltd. as per the application form duly executed by the assignor with M/s DLF Ltd.

WHEREAS the assignor is desirous of selling all his rights title and interest in the plot and the assignees are desirous of purchasing the same on the terms and conditions herein set out.

NOW WHEREAS THIS AGREEMENT witnesses that in consideration of the mutual covenants herein the parties have agreed as follows: -

1. The assignor(seller) agrees to sell to the assignees(buyers) and the assignees(buyers) agrees to purchase from the assignor, his rights title and interest of the assignor in or to the Plot pursuant to the Allotment letter. The assignor accordingly agrees to nominate the assignees in place of the assignor under the Allotment letter such that the assignees will be entitled to all the rights there under and subject to the terms thereof, the assignees will be obliged to perform the obligations under Allotment letter.

2. The assignor declares and undertakes that he has neither transferred his rights to purchase in the Plot to any one nor agreed to transfer the same to any one so far.
3. The assignor has agreed to sell his complete rights as above in respect of the said Plot to the assignees for a total sale consideration of **Rs.** _____/- (_____). The sale consideration of Rs. _____ includes Preferential location charges (PLC) as follows: -

Particulars	Area	Price	Amount
PLC			Rs. _____/-
Grand Total			Rs. _____/-

It is agreed between the parties that the further service tax so levied with future payments to M/s DLF Ltd. Will be paid as and when due by the assignees.

4. WHEREAS the assignee has paid **Rs.** _____ (_____) in the following mode:
 - **Rs.** _____ (**Rupees** _____) has paid vide Cheque No. _____ dated _____, drawn on _____.

As an earnest money towards the sale of above-mentioned Plot which the assignor acknowledges herewith, and remaining balance of Rs. _____ (_____) **plus other charges** shall be paid by the assignees(buyers) to the assignor on or before of the nomination of the assignees in office of M/s DLF Ltd.

5. The assignor declares and undertakes that the balance amount payable to M/s DLF Ltd. As per the Application including interest and overdue interest, if any, as per the statement of account issued by M/s DLF Ltd. Payable to M/s DLF Ltd.(hereinafter referred to as the " DLF Balance Amounts") shall be deducted from the balance sale consideration payable to the assignor, as assignor's liabilities. Any additional payment demanded by M/s DLF Ltd. In future, as the case may be, will be payable by the assignees
6. That the Nomination charges and/or any other charges demanded by M/s DLF Ltd. for effectuating the nomination, shall be to the account of the assignor and shall be paid by the assignor to them.
7. The expenses for executing and registration of Sale Deed in favour of the assignees for the Plot including the stamp duty shall be paid by the assignees in addition to the price agreed, as and when due.
8. That time being the essence of the agreement and in case the assignor fail to execute the requisite documents to nominate the assignees in the office M/s DLF Ltd. , and

transfer the said rights, title and interest in favour of assignees as stipulated above then the assignees shall have the full right to get this agreement to sell executed through the court of law under Specific Performance at the cost and expenses of the assignor or shall receive double the amounts paid as earnest money at their own discretion.

That in case if the assignees fail to make the full and final sale considerations amount on or before the stipulated date then the earnest money shall stand forfeited.

9. If any dispute arises in between the parties the same shall be referred to the court having jurisdiction in Lucknow, Uttar Pradesh, High Court at Lucknow.

IN WITNESS WHEREOF, BOTH THE PARTIES MENTIOND ABOVE HAVE SIGNED THIS AGREEMENT TO TRANSFER RIGHT OF OWNERSHIP ON THE DAY MONTH AND YEAR MENTIONED ABOVE, IN THE PRESENCE OF:

Vendor

Vendee

UNDERTAKING (FROM PURCHASER)

We _____ S/O _____ R/O _____
_____ (Hereinafter called the Promisor do hereby
agree and undertake as under:-

- 1- _____ W/O. _____ R/O
- _____ Who has
entered into an agreement dated _____ with **DLF Limited**. Of property
No: _____ Block No. - _____ in **DLF Garden City, Lucknow (plotted
township located in Village Purseni) Tehsil Mohanlalganj, Distt.Lucknow, Uttar Pradesh**
has applied to the company for substitution of our name(s) as his nominee in
respect of the above referred agreement to purchase the aforesaid plot from the
company.

We understand that _____ intending purchaser, has lost the following
receipts issued by the Company: -

Receipt No.	Date	Amount
-------------	------	--------

- 2- We, the promisors do hereby agree and undertake that any liability ,loss or damage
caused/arising on account of land consequent of M/s.DLF Limited, Substituting the name
of the promisors in its records pertaining to the plot Buyer's agreement date _____
Relating to the property no. _____, admeasuring _____ sq meters in **DLF
Garden City,Lucknow (plotted township located in Village Purseni,Tehsil
Mohanlalganj,Distt.Lucknow, Uttar Pradesh)** in place of _____ in the
absence of original receipts detailed hereinabove in compliance with request of the said
_____ S/O _____ R/O
_____ shall be to the
account of the promisor and the promisor shall be solely responsible for the same and
promisor shall keep company harmless and indemnified against all claims and demands
,whatsoever, resulting there from.

IN WITNESS WHEREOF, the promisor put his signature on this undertaking on this
_____ at Lucknow.

WITNESS

PROMISORS

DEED OF INDEMNITY
(FOR MISSING RECEIPTS)

In consideration of DLF Limited (hereinafter called the company) agreeing at my request ,to substitute the name of my _____ S/O _____ R/O _____ in place of my name in the records of the company pertaining to the purchase of property no. _____ Block No. _____ in **DLF Garden City,Lucknow (plotted township located in Village Purseni) Tehsil Mohanlalganj, Distt.Lucknow, Uttar Pradesh** without my producing the original receipts:-

Receipt No.	Date	Amount
-------------	------	--------

Issued by the company in my favour in respect of the said property which have been lost or misplaced by me. I for myself ,my heirs executors and administrators ,undertake to keep the company ,its successors and assigns harmless and indemnified against all claims, demands, losses and damages, whatsoever ,which may be made against the company or which the company may at any time suffer consequent to its complying which is aforesaid request. I further undertake that in case of said receipts are, at any time, hereinafter found or come into my possession, I shall at once surrender/submit/deposit the same to with company.

IN WITNESS WHEREOF, I the understand being the sole and rightful owner of the receipts name hereto set my hand at **Lucknow** on this_____.

WITNESS

PROMISORS

AFFIDAVIT
(FOR MISSING RECEIPTS)

Affidavit of _____ **W/O.** _____ **R/O**

I _____ the above-named deponent, do hereby solemnly declare and affirm as under: -

- 1) That I agreed to purchase Property No: _____ Block No. _____ in **DLF Garden City, Lucknow (plotted township located in Village Purseni Tehsil Mohanlalganj, Distt. Lucknow), Uttar Pradesh** for the total consideration of **Rs. _____** /- and M/s DLF Limited having its Head Office at DLF Centre ,Parliament Street New Delhi. Agreed to sell it to me. The said consideration includes a sum of Rs.....as payment towards External Development charges @ Rs..... per sqmts
- 2) That I have also agreed to deposit an interest free services maintenance security of Approx. **Rs.269 /- per sq. mts.**
- 3) That have paid **Rs. _____** /- towards the sale price(Inclusive of EDC) of the said property and the further sum of Approx **Rs. _____** /- as interest free services maintenance security and the money so invested is self acquired by me and is not ancestor and the nobody except myself has any claim or interest in the said amount.
- 4) That the said company issued the following receipts for the amount of them.

Receipt No.	Date	Amount
-------------	------	--------

That the following receipts have been misplaced and are not traceable at present

Receipt No.	Date	Amount
-------------	------	--------

- 5) That I undertake to produce that said missing receipts when available.

- 6) That I assure the company that I have not used the said missing receipts in any other way.
- 7) That I assure the company and undertake indemnity the company to the extent the company suffers in case it is made to the part with sale price of the property in whole part.

DEPONENT

VERIFICATION

I do hereby verify that the contents of this affidavit are correct to my personal knowledge and nothing material has been concealed there from.

DEPONENT

(Buyer)

DLF LIMITED
Registered office:
Shopping Mall, 3rd Floor
Arjun Marg, DLF City Phase 1
Gurgaon 122 002
Haryana

Date: _____

Dear Sir,

We have got an irrevocable letter of authority dated _____ from the Allottee i.e. (1)
_____ S/o _____

R/o _____. The above allottee has been allotted the Plot No. _____ situated at **DLF Garden City, Village Purseni, Raibarely Road, Lucknow**, vide letter No..... Dated _____ and has paid **Rs.** _____/- to the Company in terms of the said allotment. Vide, this letter of authority, the Assignor has requested you to take us as his Assignees for all future purposes.

We assure you and declare that the said letter of authority is signed before us and we shall be responsible for all consequences in case the executants of this letter denies the said authority. We shall be bound by all the terms and conditions of the application form as applied by the said allottee vide which the Assignor was allotted the above mentioned Plot. We also undertake to pay the entire balance dues to the Company on account of cost and all other dues as and when desired by the Company, after the request for assignment is accepted by the Company.

We now request you to kindly treat us as Assignees of the said Assignor (allottee) i.e. _____ for all future purposes and execute the Letter of Allotment/agreement and execute/register the Sale Deed in our favour on completing full payments for the property including Stamp duty & Registration charges etc. We also enclose herewith Receipt **dated** _____ clearly mentioning therewith that We have already paid the amounts due to the Assignor , i.e. the allottee of the amounts which they have paid to the Company, which is being transferred in our name, and the said Receipt is attached herewith.

We also submit herewith declaration regarding our residential status, as desired by the Company.

Thanking you
Yours faithfully

(Seller)

DLF LIMITED
Registered office:
Shopping Mall, 3rd Floor
Arjun Marg, DLF City Phase 1
Gurgaon 122 002
Haryana

Date: _____

I have applied for the allotment of a plot situated at **DLF Garden City**, Lucknow (plotted township located in Village Purseni) Tehsil Mohanlalganj, Distt. Lucknow, Uttar Pradesh and has been allotted the Plot No. _____ vide allotment letter Dated _____. I have already paid a sum of **Rs.** _____ (_____) so far towards the cost of this property as per details below:

Receipt No.	Date	Amount
-------------	------	--------

I now want that the name of my ASSIGNEES _____ S/o _____ R/o _____ be substituted in place of my name in the said Allotment and that the same be completed in their name. For the said substitution of the name, I am sending herewith all original documents to facilitate the matter. I would request you to kindly do the Assignment in your records by endorsing the original Agree as well as the Receipts, which I am forwarding herewith to you. After substitution of the name of the said assignees _____ S/o _____, I shall have nothing to do with the said Allotment nor we have any lien/right on the above mentioned plot. This letter of mine requesting you for assignment of my Assignee's name on the above mentioned Allotment is irrevocable, and is not liable to cancellation by anybody at any point of time.

Out of the receipts issued by the Company for the cost, I find that the following Receipts have been misplaced/lost. While I declare hereby that these Receipts were not used by me for any other purposes, I shall be returning them to the Company, as and when located. Meanwhile, I am furnishing the necessary Affidavit and Indemnity Bond indemnifying the Company from any responsibility due to the lost Receipts as mentioned. Details of missing Receipts.

Receipt No.

Date

Amount

We also submit herewith declaration regarding our residential status, as desired by the Company. You are requested to kindly do the needful.

Thanking you

FULL & FINAL RECEIPT

I _____ S/o _____ R/O _____
_____ have received a sum Rs. _____/-
(Rupees _____ Only) as full and final payment for sale of Property No.
_____, **"DLF Garden City, Village Purseni, Raibareily Road, Lucknow,**
from **Mr.** _____ **S/o** _____ **R/o** _____

Payment Received as per Details Below:

<u>DATE</u>	<u>CH NO/DD No.</u>	<u>BANK</u>	<u>AMOUNT</u>	<u>INFAVOUR OF</u>
—				
				TOTAL
			Rs. _____	

(SELLER)

(BUYER)

Thanking You
Yours faithfully

DECLARATION FROM APPLICANTS FOR REGISTRATION FOR PURCHASE OF
IMMOVABLE PROPERTY FROM DLF LTD.
DLF CENTRE, SANSAD MARG. NEW DELHI-110001

INSTRUCTIONS:

Please complete all the required information. Write 'NA' where not applicable.

If the space provided in the form is not sufficient, the required Information may be given in annexures duly numbered and attached to this form.

1.NAME: _____

2.PRESENT ADDRESS: _____

Mob. No. _____

Email ID: _____

3. PERMANENT ADDRESS: _____

4.FOREIGNADDRESS, IFANY: _____

5. SOURCE OF FUNDS FROM WHICH PAYMENT IS/WILL BE MADE*

a. Business/Profession/Vocation in India _____

b. Business/Profession/Vocation outside India _____

c. Non-resident(External A/c) _____

(i)Name and Address of Bank _____

(ii) Date of Opening _____

d. Non-resident (Ordinary) A/c _____

(i) Name and Address of Bank _____

(ii) Date of opening _____

e. Foreign exchange remitted to India through authorized channel _____

f. Accumulated savings in India _____

g. Accumulated savings outside India _____

h.Others(specify source) _____

6. INCOME TAX PERMANENT A/C NO. _____

7. RESIDENTIAL STATUS UNDER FOREIGN EXCHANGE REGULATION ACT, 1973

a. Resident Citizen of India _____

b. Non-resident Citizen of India _____

c. Foreign Citizen of Indian Origin _____

8. IF, NON-RESIDENT CITIZEN OF INDIA STATE DATE SINCE WHEN _____

I hereby declare that the information given hereinabove is true and correct to my/our personal knowledge and

I hereby undertake to inform the Company of any change in the above information till the property if allotted, is registered in my/our name.

Date: _____

Place: LUCKNOW

Signature

DECLARATION FROM APPLICANTS FOR REGISTRATION FOR PURCHASE OF
IMMOVABLE PROPERTY FROM DLF LTD.
DLF CENTRE, SANSAD MARG. NEW DELHI-110001

DLF LIMITED **(Seller)**
Shopping Mall, 3rd Floor
Arjun Marg, DLF City Phase 1
Gurgaon 122 002
Haryana

Subject: Plot No: _____

Dear Sir/ Madam,

I wish to transfer the above mentioned property/plot _____ in DLF Garden City Lucknow. Please find enclosed the following documents for verification and Assignment

- Request for Assignment along with the Checklist of documents
- Letter from Assignor (Draft attached)
- Letter from Assignee (Draft attached)
- Letter from Assignor & Assignee (Draft attached)
- Affidavit of letter of allotment holder (Assignor) (Draft attached)
- Affidavit of Assignee (Draft attached)
- Undertaking from Assignee (Draft attached)
- Copy of letter of allotment (Draft attached |)
- Declaration from the Assignor (Draft attached)
- Declaration from the Assignee (Draft attached)
- In case of bank loan the bank NOC is required to transfer the property.
- Copy of Pan card of the Assignor and Assignee
- Letter from bank for verifying Signature of Assignor and Assignee both
- All the original receipts
- Letter of Allotment
- Transfer charges @ Rs 125/- per sq. yd (Only Demand draft would be accepted favouring “DLF Ltd
- Next due Instalment payment

Thanking You
Your's faithfully

(Both seller and Buyer must sign)

(Receipt)

DLF LIMITED
Registered office:
Shopping Mall, 3rd Floor
Arjun Marg, DLF City Phase 1
Gurgaon 122 002
Haryana

Date: _____

Reg.: Plot No. _____, situated in DLF Garden City, Lucknow (plotted township located in Village Purseni) Tehsil Mohanlalganj, Distt. Lucknow, Uttar Pradesh

Dear Sir,

This is to inform you that I the Assignor (allottee) have received a total sum of **Rs.**_____ /- from the Assignees _____ S/o _____

This amount includes the following: -

a) The amount of **Rs.** _____ so far paid by the Assignor to the Company as per details below:-

Basic Sale Price	Rs. _____
ECC+ S.Tax	Rs. _____
Property Registration Charges	Rs. _____
Total	Rs. _____

b) Loss on Sale of the above property **Rs.** _____

Grand Total **Rs.** _____

You are requested to kindly adjust the amount of **Rs.** _____ paid by me to the Company, as mentioned in a) above to the account of the Assignees i.e. _____ in your records for the subject property.

The Assignor hereby confirms that he has received the amounts back from the Assignees as mentioned above, and the Assignees confirm that They have paid the amount to the Assignor through,

- **Rs.** _____ **(Rupees _____)** has paid vide Cheque No. _____ dated _____, drawn on _____

Thanking You
Yours faithfully

50/Stamp Paper Seller

AFFIDAVIT (OF ALLOTMENT LETTER HOLDER I.E. ASSIGNOR)- Seller

Mr. _____ S/o _____ R/o _____, do hereby solemnly affirm and state as under:

1. I say that I have applied for the allotment of a plot situated at **DLF Garden City, Lucknow (plotted township located in Village Purseni) Tehsil Mohanlalganj, Distt. Lucknow, Uttar Pradesh** and has been allotted the Plot No. _____ vide allotment letter No. Dated _____. Out of the total consideration mentioned in the Application form, I have till date paid an amount of **Rs.** _____ as per details of Receipts given herein below; the originals whereof are annexed hereto; and that an amount of **Rs.** _____ plus **other charges** is however still due and payable by me under the said application form and affirmed vide the Allotment letter (give details of Receipts with dates & amounts).

Receipt No.	Date	Amount
-------------	------	--------

2. I further say that pursuant to and in terms of Clause No. 20 of the said application form and affirmed vide the Allotment letter, I do hereby confirm the assignment in the name of **Mr.** _____ under the said Agreement for Assignment and I requested M/s **DLF Limited** to substitute the said _____, in place and instead of me in the said Allotment. After substitution of the name of the said Assignee _____, I shall cease to be the party(ies) to the said Allotment and shall not have any lien on the said property. This Assignment is irrevocable and shall not be cancelled by me/us.
3. I further say that I confirm to have received **Rs.** _____/- together with the amounts I had paid to M/s **DLF Limited** under the said allotment. The said _____ will pay the amounts till due to M/s. **DLF Limited** under the said Allotment.

4. I further say the I have not violated any of the relevant provisions of law in particular to the provisions of Indian Stamp Act in making the aforesaid nomination by assignment of right under the said Allotment, and if there shall be any liability, duty, penalty of whatever kind in this regard, I shall be exclusively liable and responsible thereof and I do undertake to pay the same and do hereby indemnify and keep indemnified M/s **DLF Limited** against any loss, penalty, damage that may be caused.
5. I 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 shall solely be responsible and liable; we do hereby indemnify the Company 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.
6. I do hereby indemnify the said _____, by attestation of their signatures and photographs.

DEPONENT

VERIFICATION

I, the Deponents(s) above described do hereby solemnly verify that the contents of the foregoing paragraphs 1 to 6 are true and correct to the best of my knowledge and belief and that no part of it is false and nothing is concealed there from.

Verified in Lucknow on this _____

DEPONENT

50- stamp paper Buyer

AFFIDAVIT (OF ASSIGNEE) Buyer

I **Mr.** _____ **S/o** _____ **R/o** _____ do hereby solemnly affirm and state as under:

1. I say that in terms and pursuant to Clause No. 20 of the application form duly affirmed by the allotment letter dated _____ entered into by _____ **S/o** _____, with **M/s. DLF Limited** for purchase of plot No. _____ at **DLF Garden City, Lucknow** (plotted township located in Village Purseni) **Tehsil Mohanlalganj, Distt. Lucknow, Uttar Pradesh** the said _____ **S/o** _____ **R/o** _____, have Assigned us by assigning his rights, title, interest and obligation under the said Allotment to substitute us in their place and instead of the said **Mr.** _____ **S/o** _____, in the said Allotment.
2. I shall be bound by all the terms and conditions of the said Allotment dated _____ being the Assignees/substitute of the **Mr.** _____ **S/o** _____ **R/o** _____
3. I further solemnly declare that we have paid a sum of **Rs.** _____/- (**Rupees** _____) to **Mr.** _____ **S/o** _____ **R/o** _____ as total consideration including the sum of **Rs.** _____ paid by him to the Company as per the terms and conditions of the Application form and affirmed by the allotment letter dated _____. The receipts

Receipt No.

Date

Amount

in support of the aforesaid total consideration is attached herewith. We undertake to pay balance sale consideration of **Rs.** _____ **-/- + other charges** as per the Agreement for Assignment dated _____ directly to the Company.

4. We say that the agreement and the Sale Deed in respect of the said property may be executed and registered in our favour after we have completed 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 us. It is understood that Stamp duty will be payable by us on the total amount paid to the said **Mr.** _____ **S/o** _____ **R/o** _____, as also the amount/payable by us to the Company. We undertake to pay Stamp Duty & Registration Charges and any other charges, which shall be payable under law.
5. We further say that we have not violated any of the relevant provisions of law in particular to the provisions of Indian Stamp Act in making the aforesaid nomination under the said Agreement, and if there shall be any liability, duty, penalty of whatever kind in this regard, we shall be exclusively liable and responsible thereof. We do undertake to pay the same and do hereby indemnify and keep indemnified **M/s DLF Limited** against any loss, penalty damage that may be caused.
6. 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, We shall solely be responsible and liable; We do hereby indemnify the Company 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 Duty.

DEPONENT

VERIFICATION.

We the Deponents above described do hereby solemnly verify that the contents of the foregoing paragraphs 1 to 6 are true and correct to the best of our knowledge and belief and that no part of it is false and nothing is concealed there from.

Verified in Lucknow on this _____

DEPONENT

UNDERTAKING buyer

I **Mr.** _____ S/o _____ R/o _____
_____. Here by affirm and confirm that We have full knowledge of the Provisions of Indian' Stamp Act, 1899 and in particular the provision set out below. we state on oath that have complied with the same.

Selected Provisions of the Indian Stamp Act, 1899:

Section 27

Prosecution of the offence against stamp law facts affecting duty to be set forth in instrument- The consideration (if any) and all other facts and circumstances affecting the chargeability of any instrument with duty, or the amount of the duty with which it is chargeable, shall be fully and truly set forth therein.

Section 28

Direction as to duty in case of certain conveyances- Clause a- Where a person, having contracted for the purchase of any property is in consequence conveyed immediately to the sub-purchaser, the conveyance shall be chargeable with ad valorem duty in respect of the consideration for the sale by the original purchaser to the sub-purchaser.

Section 29

Duties by whom payable -- In the absence of an agreement to the contrary, the expense in providing the property stamp shall be borne.

Clause (c) In the case of a conveyance (including a reconveyance of mortgaged property) by the grantee: in the case of a lease or agreement to lease-by the lessee or intended lessee;

Section 43

Prosecution for offence against Stamp--law. The taking of proceedings or the payment of a penalty under this Chapter in respect of any instrument shall not bar the prosecution of any person who appears to have committed an offence against the Stamp-law in respect of such instrument:

Provided that no such prosecution shall be instituted in the case of any instrument in respect of which such a penalty has been paid, unless it appears to the Collector that the offence was committed with an intention of evading payment of the property duty.

DEPONENTS

WITNESS

UNDERTAKING

This undertaking, being executed by **Mr/Mrs** _____ W/o **Mr.** R/o _____

That **Mr/Mrs** _____ W/o **Mr.** _____ R/o _____

is the nominee of **Mr.** _____ S/o _____ R/o _____

1. who has booked and subsequently allotted an Independent Plot No _____ in your project " **DLF Garden City, Village Purseni, Raibarely Road, Lucknow, Uttar Pradesh.**
2. I undertake that I shall be bound with all the terms and conditions for the said application form dated _____ and the Independent Plot Buyer Agreement dated _____ as the nominee of the said **Mr/Mrs** _____ in your project " **DLF Garden City, Village Purseni, Raibarely Road, Lucknow, Uttar Pradesh.**
3. I undertake that the i have seen verified examined all the documents and agreements, receipts, correspondence, forms concerning the Independent Floor and has also seen the physical position of the Independent Plot in " _____ " project and after being satisfied from the same executing this undertaking.
4. I undertake that the I am not entitled for any compensation/claims on account of delay possession of the said Independent Floor/Flat/Plot/Villas as agreed upon with the First Allottee and all the relevant paras in this regard in the Application form/Independent Floor buyer's Agreement/Flat/Plot/Villas become null and void.
5. I undertake that the I am satisfied myself with all the aspects concerning the substitution of the Floor in his name and the I hereby undertakes not to hold the company responsible and liable in the event any discrepancy of whatsoever nature is noticed in any of the documents at a later date.

EXECUTANT

In witness whereof the executants' have signed this undertaking on **day of** _____ in the presence of following witnesses.

Witness: _____

EXECUTANT

