

VATIKA Assignment Document

**List of Documents required for Assignment:**

1. **FOR THE ORIGINAL ALLOTTEE(S)/ (ASSIGNOR/SELLER)**

**Document to be signed by the Allottee (s) /Assignor**

1. Agreement to Sell Yes/No
2. Request Letter for Change in Records Yes/No
3. Affidavit(Attested & Notarized) Yes/No
4. Indemnity Bond (Attested & Notarized) Yes/No
5. Signature Verified (By Banker) Yes/No
6. Copy of Address Proof \* (Self Attested) Yes/No
7. Copy of PAN Card (Self Attested) Yes/No
8. Joint Request Letter (common) Yes/No

**Documents to be submitted by the Original Allottee(s) for Endorsement**

1. Allotment Letter/Original Builder Buyer Agreement/Addendum Yes/No
2. All receipts in original Yes/No
3. 2 Endorsement pages Yes/No
4. 2 Passport Size Photographs Yes/No

**In Case of Bank Loan**

* 2 TPT (Banker & Seller)(Tripartite Agreement) Yes/No
* PTM (Permission to Mortgage) Yes/No
* Loan Closure Letter Yes/No
* Sanction Letter Yes/No

1. **FOR THE ASSIGNEE/BUYER (S)**

**Document to be signed by the Assignee(s)**

1. Request Letter Yes/No
2. Affidavit (Attested & Notarized) Yes/No
3. Indemnity Bond (Attested & Notarized) Yes/No
4. Signature Verification (By Banker) Yes/No
5. Address Proof \* (Self Attested) Yes/No
6. Copy of PAN Card (Self Attested) Yes/No
7. 2 Passport Size Photographs Yes/No
8. CRM Data Form Yes/No

**In Case of Company (Assignor/Assignee):**

* Certified Copy of board resolution to sign the Yes/No

Assignment documents Yes/No

* Certified copy of Memorandum and Yes/No

Articles of Association Yes/No

* Certified Copy of Pan Card of company & self Yes/No
* Bank Verified Signatures
* Address & ID Proof Yes/No
* 2 Passport Size Photograph Yes/No

**In case of Non Resident Indian (Assignor/Assignee):**

* Address Proof Abroad Yes/No
* Copy of Valid Passport Yes/No
* Copy of Visa Yes/No
* NRO A/c NO. Yes/No

1. **IN CASE ASSIGNOR or ASSIGNEE NOT PRESENT:-**

* SPA (Special Power of Attorney) Registered
* Authorization Letter & SPA Notarized ( In case signatures are done on Assignment Set)
* ID Proof of Authority Holder (Self Attested)
* Signature (Verified by Banker)

**\* Address proof should match in assignment documents**

**Note:**

1). All above-mentioned papers are mandatory; we shall proceed with the Assignment process only on receipts of complete documents in proper order.

2). Prior appointment is necessary for executing Assignment formalities.

**3). All payment shall be made to Vatika Ltd. by way of Demand Draft only.**

##### **LETTER FROM THE ASSIGNOR/SELLER**

To, Date:

Vatika Ltd.,

5th Floor, Vatika Triangle

Sushant Lok Block-A

M.G Road, Gurgaon -122 002

Haryana

**SUB:** **Assignment of rights, interest and obligation under Application Form/Allotment Letter/Builder Buyer Agreement for the Apartment/Floor/Villa/Plot/Unit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_having super area \_\_\_\_\_\_\_\_\_sq. ft./sq. yd. in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**Dear Sir,**

Above mentioned Apartment/Floor/Villa/Plot/Unit is booked in my/our name vide Application Form Dated\_\_\_\_\_\_\_\_,Allotment Letter Dated\_\_\_\_\_\_\_\_and Builder Buyer Agreement Dated\_\_\_\_\_\_\_ with the Vatika Ltd. (Company) and the particulars of my booking are as follows: -

Name (Original Applicant): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone No : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type : Apartment/Floor/Villa/Plot/Unit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Priority. No. :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Basic Sale Price : Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ P.L.C: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/We have already paid a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- so far towards the cost of this property as per Application Form/Allotment Letter/Builder Buyer Agreement & details are given below:

Receipt No. \_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_ Amount \_\_\_\_\_\_\_\_\_\_\_\_\_/-

Receipt No. \_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_ Amount \_\_\_\_\_\_\_\_\_\_\_\_\_/-

Receipt No. \_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_ Amount \_\_\_\_\_\_\_\_\_\_\_\_\_/-

I/we have assigned absolutely and forever my/our all rights, interests, claims and liabilities in above mentioned booking of Apartment/Floor/Villa/Plot/Unit in favour and in the name of my/our assignee (s) i.e.

1. Sh./Smt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/W/D/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Sh./Smt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/W/D/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/we have received amount/consideration to my/our full satisfaction for this assignment from Assignee. I/we have delivered all the original receipts and other documents including Allotment Letter/Builder Buyer Agreement, Addendum (if any) etc. with respect to above mentioned booking of Apartment/Floor/Villa/Plot/Unit to the company and undertake not to use copy thereof for any purpose. All my payments made to company against the said booking of Apartment/Floor/Villa/Plot/Unit till date may be credited into the account of the said assignee.

Now, I/we have been left with no right or interest or claim of any nature in above mentioned booking of Apartment/Floor/Villa/Plot/Unit or against the company. You are requested to make necessary changes in your records i.e. substitution/endorsement of the name(s) of aforesaid assignee in place of my/our name, and henceforth, kindly communicate with my/our aforesaid assignee(s) with respect to above mentioned booking of Apartment/Floor/Villa /Plot/ Unit.

**This Application is irrevocable and shall not be cancelled by me/us.**

**(To be added in case Receipt/Documents have been lost)**

Out of the receipts/documents issued by the Company for the sale consideration or allotment, I/We find that the following receipts/documents have been misplaced / lost. While I/We hereby declare that these receipts/documents were not used by me/us for any other purposes & have not created any encumbrance on the said Apartment/Floor/villa/Plot/Unit by way of mortgage, charge, lien, loan, court case, attachment etc. and the said Apartment/Floor/Villa/Plot/Unit is free from any garnishee order or claim of any nature. I/We shall be returning them to the Company, as and when located/found. Meanwhile, I/We am/are furnishing the necessary Affidavit(s) and Indemnity Bond indemnifying the Company from any loss caused due to the lost Receipts as mentioned hereinabove.

1. Receipt No. \_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_ Amount \_\_\_\_\_\_\_\_\_\_\_\_\_/-
2. Receipt No. \_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_ Amount \_\_\_\_\_\_\_\_\_\_\_\_\_/-
3. Receipt No. \_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_ Amount \_\_\_\_\_\_\_\_\_\_\_\_\_/-
4. Document (s)

(i)

(ii)

(iii)

I/We are enclosing my/our signatures duly verified by our banker for your records.

Therefore You are requested to kindly incorporate the necessary changes in your records pertaining to the aforesaid Apartment/Floor/Villa/Plot/Unit so that the further liability of payments etc. of the aforesaid Apartment/Floor/Villa/Plot/Unit can be duly fulfilled by the aforesaid Assignee.

|  |  |
| --- | --- |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name, Address and Signature  of the Assignor/seller) |

##### **LETTER FROM THE ASSIGNEE/BUYER**

To, Date

Vatika Ltd

5th  Floor,Vatika Triangle

Sushant Lok, Block-A

M.G Road, Gurgaon -122 002

Haryana

**Subject: Assignment of rights, interests and obligations under Application Form/Allotment Letter/Builder Buyer Agreement/Registration for the Apartment/Floor/Villa/Plot/Unit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_having super area \_\_\_\_\_\_\_\_\_sq. ft. /sq. yd. in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

Sir,

I/we have acquired absolutely and forever all rights, interests, claims and liabilities of Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Assignor) in booking of Apartment/Floor/Villa/Plot/Unit in his/their name vide Application Form Dated\_\_\_\_\_\_\_\_,Allotment Letter Dated\_\_\_\_\_\_\_\_and Builder Buyer Agreement Dated\_\_\_\_\_\_\_ and subject to the rules and regulations of the Company.

I/we have read and understood the terms and conditions of Application Form/ Allotment Letter/Builder Buyer Agreement and allotment of above mentioned Apartment/Floor/Villa/Plot/Unit as stated in the Application form /Allotment Letter / Builder Buyer Agreement or as may be more pertinently detailed in the Sale Deed to be executed by us at any point of time as desired by the Company as a Assignee of the Original Applicant/Allotee and undertake to be bound by them.

I/we have paid consideration to the Assignor to his/their complete satisfaction for aforesaid assignment of rights, interest, claims and liabilities in above mentioned booking of Apartment/Floor/Villa/Plot/Unit in my/our favour.

I/we acknowledge that a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) has been paid to you for above mentioned booking of Apartment/Floor/Villa/Plot/Unit till date. I/we acknowledge that remaining consideration and other charges including interests and penalties etc. (if any) in respect of above mentioned booking of Apartment/Floor/Villa/Plot/Unit shall be paid by me/us as per applicable payment schedule/plan.

I/We further agree and undertake to execute any document that may be required by the Company at any point of time in present or future.

I/we confirm that all correspondence to me/us should be made in the name of sole/first assignee at his/her address given above and all notices/letters sent by you at that address shall be deemed to be duly delivered to both of us. I/we undertake to indemnify and keep you indemnified against any loss or damage, which you may suffer due to or on account of this assignment. Kindly assign the above mentioned booking of Apartment/Floor/Villa/Plot/Unit in my/our favour and substitute/ endorse my/our name in your records.

I/We are also enclosing herewith my/our signatures duly verified by our Bankers.

Thanking you,

Yours faithfully

Signatures of Assignee /Buyer

##### **JOINT LETTER**

# To, Date: \_\_\_\_\_\_\_\_\_\_\_

Vatika Ltd.,

5th  Floor,Vatika Triangle

Sushant Lok, Block-A

M.G Road, Gurgaon -122 002

Haryana

**Sub: Assignment of rights, interests and obligations under Application Form, Allotment Letter, Builder Buyer Agreement for the Apartment/Floor/Villa /Plot/ Unit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_having super area \_\_\_\_\_\_\_sq. ft./sq. yd. in \_\_\_\_\_\_\_\_\_\_Project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

Dear Sir,

This is to inform you that I/we, the Assignor /Applicant/Allotee(s) have received a sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\*/- (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) from the Assignee(s), i.e.

(1) Sh./Smt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/W/D/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(2) Sh./Smt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/W/D/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

,which I/We have paid to the company.

You are requested to kindly adjust the amount of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) paid by me/us (the Assignor /Applicant/Allotee (s)) to the Company, as mentioned above to the account of the Assignee in your records for the booking of subject Property.

The Assignor/ Applicant/Allottee hereby confirms that he/she/they has/have received the full amounts back from the Assignee as mentioned above, and the Assignee confirms that he/she/they has/have paid the amount to the Original Applicant/Assignor /Allottee through Cheque No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_ drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank & Cheque No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_ drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank.

The parties (Assignor & Assignee) hereby declares and confirms that the aforesaid information given herein above is true and correct and they are solely responsible for the said transaction and company is not liable in any manner whatsoever for the aforesaid transaction.

Thanking you,

|  |  |
| --- | --- |
| Yours faithfully,  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name, address and signature  of the Assignor/Seller)  \***Amount paid to the Vatika Ltd. till date.** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name, address and signature  of the Assignee/Buyer) |

**To be executed on Rs.50/- Stamp Paper and notarized)**

**SELLER/ASSIGNOR- AFFIDAVIT**

Affidavit of the following: **(ASSIGNOR )**

1. Mr./Ms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/W/D/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**And (ASSIGNOR ) in case of joint applicants**

2. Mr./Ms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/W/D/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/We the above described do hereby solemnly affirm and state as under:

1. That I/ We have been allotted a Apartment/Floor/Villa/Plot/Unit bearing Priority No.\_\_\_\_\_\_\_\_\_\_\_ Apartment/Floor/Villa/Plot/UnitNo\_\_\_\_\_\_\_\_\_\_\_.\_\_\_\_\_\_\_\_measuring\_\_\_\_\_\_\_\_Sq.Ft./Sq.Yd. in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(project) by Vatika Ltd., a company incorporated under the Companies Act, 1956 having its registered office at 621A, 6th Apartment, Devika Tower, 6 Nehru Place, New Delhi - 110019 and its Corporate office at 5th  Floor , Vatika Triangle, Sushant Lok-I,Block-A, M. G. Road Gurgaon-122002, Haryana (hereinafter called the said "Company") vide Allotment Letter dated\_\_\_\_\_\_\_\_\_/Builder Buyer’s Agreement dated\_\_\_\_\_\_\_\_\_\_ executed between me/us and the said company.
2. Till date a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) has been paid to the Company for said Apartment/Floor/Villa/Plot/Unit as per the payment Plan under Application Form/Allotment Letter/Builder Buyer Agreement. The Assignee shall pay the balance amount of sale consideration and other charges still due as per the Company and shall execute all the documents with the Company directly.
3. Now, I have assigned absolutely and forever my all rights, interests, claims and liabilities in my above mentioned booking of Apartment/Floor/Villa/Plot/Unit to Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. I have received consideration to my full satisfaction for this assignment of rights, benefit, obligation in Apartment/Floor/Villa/Plot/Unit. I have delivered all the original receipts and other documents in respect of aforesaid Apartment/Floor/Villa/Plot/Unit to the Company.
5. Now, I have been left with no right or interest or claim in above mentioned booking of Apartment/Floor/Villa/Plot/Unit or against Company.
6. After substitution/endorsement of the name of the said Assignee, I/We shall cease to be the party (ies) to the said booking/allotment /agreement and shall not have any charge or lien therein or any right to claim any sort of compensation, rebate under any scheme or otherwise or any other discount, by whatever name called, from the Company. This assignment is irrevocable and shall not be cancelled by me at any point of time in future or present.
7. Henceforth, the developer may communicate with my aforesaid assignee with respect to above mentioned booking of Apartment/Floor/Villa/Unit/Plot.

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 the aforesaid assignment of right under the said Builder Buyer’s Agreement/Allotment Letter/ Application Form, and if there shall be any liability, duty, penalty of whatever kind in this regard, I/we shall be exclusively liable and responsible therefore, and I/we do undertake to pay the same and do hereby indemnify and keep indemnified Vatika Ltd. against any loss, penalty damage that may be caused.

9. I/We further say that my/our PAN No(s). are as follows:

|  |  |  |
| --- | --- | --- |
| **S.No** | **Name (Name of allottee and joint Allottee, if any )** | **PAN No.** |
|  |  |  |
|  |  |  |

The copies of my / our PAN card has been furnished along with the documents for assignment .

10. That I undertake that I shall have no right title, interest or lien of whatsoever nature in respect of the above said Apartment/Floor/Villa/Plot/Unit and my assignee(s) shall have full rights to deal or dispose off the said Apartment/Floor/Villa/Plot/Unit ,subject to terms and condition of Application Form, Allotment Letter, Builder Buyer Agreement. Further I/We have not created any encumbrance by way of mortgage, charge, lien, loan etc. on the said Apartment/Floor/Villa/Plot/Unit and the same is free from any garnishee order or claim of any nature and I/We am/are fully competent to assign my/our right, interest, obligation in the said Apartment/Floor/Villa/Plot/Unit .

11. That I/We have approached and requested the said Company to incorporate necessary changes in respect of the said assignment in favour of Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in its records including the said Builder Buyer’s Agreement/ Application Form, Allotment Letter.

12. That 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 solely be responsible and liable; I/We do hereby indemnify the Company against any damage, loss, penalty and/or legal injury that may be caused in this behalf.

DEPONENT

VERIFICATION

Verified at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on this the \_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_, 20 \_\_ that the contents of my/ our above affidavit are correct and true and nothing material has been concealed therefrom.

DEPONENT

**(To be executed on Rs. 50/- Stamp Paper and should be duly notarized)**

**BUYER/ASSIGNEE- AFFIDAVIT**

Affidavit of the following: **(ASSIGNEE)**

1. Mr./Ms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_\_\_\_\_\_\_\_\_\_\_

S/W/D/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and **(ASSIGNEE ) in case of joint applicants**

2. Mr./Ms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/W/D/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/We the above described do hereby solemnly affirm and state as under:

1. I/We say that in terms and pursuant to the Allotment Letter Dated \_\_\_\_\_\_, Application Form dated \_\_\_\_\_\_\_\_/ Builder Buyer Agreement Dated\_\_\_\_\_\_\_\_entered into by:

1. **(ASSIGNOR )**

A. Mr./Ms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_\_\_\_\_\_\_\_\_\_

S/W/D/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**And (ASSIGNOR ) in case of joint applicants**

B. Mr./Ms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_\_\_\_\_\_\_\_\_\_\_

S/W/D/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With Vatika Ltd. (Company) for purchase of Apartment/Floor/Villa/Plot/UnitNo.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_bearing Priority No.\_\_\_\_\_\_\_\_\_\_\_measuring\_\_\_\_\_\_\_\_\_(Sq.Ft./Sq.Yd.)in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(project) by Vatika Ltd. {hereinafter referred to as the said allottee(s)}, the said allottee(s) has/have assigned in my/our favour all his/her/their rights, interest, claim, liabilities under the said Builder Buyer Agreement/Allotment Letter/Application Form and requested to Company to substitute my/our name in the place of his/her/their own name in the said Builder Buyer Agreement/Allotment Letter/Application Form/Other Records. I/We read and understood the terms and conditions of the said Builder Buyer Agreement /Application Form/ Allotment Letter and shall be bound by all the terms and conditions of the said Builder Buyer Agreement /Application Form / Allotment Letter being the assignee of the said allottee(s). I / We fully understand and confirm that I/ We shall not be entitled to any compensation for delay in handing over possession or any rebate under a scheme or otherwise or any other discount, by whatever name called, from the Company, for which the original Applicant / Allottee /Assignor might have been entitled.

2. I alongwith Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have acquired absolutely and forever all rights, interests, claims and liabilities of above named Mr/Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in above mentioned booking of Apartment/Floor/Villa /Plot/ Unit.

3. I/we have paid consideration to the Assignor to his/their complete satisfaction for aforesaid assignment of rights, interest, claims and liabilities in above mentioned booking of Apartment/Floor/Villa/Plot/Unit in my/our favour

4. I acknowledge that till date a sum of Rs. \_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) has been paid to company for above mentioned booking of Apartment/Floor/Villa/Unit/Plot. I acknowledge that remaining consideration and other charges (including interests and penalties, if any) in respect of above mentioned booking of Apartment/Floor/Villa/Plot/Unit shall be paid by me as per applicable payment schedule/plan as per the Builder Buyer Agreement/ Application Form/ Allotment Letter. I agree and undertake to execute all the documents as and when required directly with the Company

5. The Sale Deed/Conveyance Deed may be registered in me/our favour after I/We have completed the full payment due to the Company on all accounts including registration charges and cost of stamp paper etc. .I/We undertake to pay Stamp-Duty, registration charges and any other charges which shall be payable to the Company.

6. I/We further say that I/we have not violated any of the relevant provisions of law particular the provisions of Indian Stamp Act in the aforesaid assignment under the said Builder Buyer’s Agreement/Application Form/Allotment Letter and if there shall be any liability, duty, penalty of whatever kind in this regard, I/we shall be exclusively liable and responsible thereof. I/we do undertake to pay the same and do hereby indemnify and keep indemnified Vatika Ltd. against any loss, penalty damage that may be caused.

7. I/We further say that my/our PAN No(s). are as follows:

|  |  |  |
| --- | --- | --- |
| S.No | Name (Name of allottee and joint Allottee, if any ) | PAN No. |
|  |  |  |
|  |  |  |

The copies of my / our furnished the copies of my/our PAN Cards along with the documents for assignment.

1. That I agree without demur that the clause as envisaged in Builder buyer agreement w.r.t handing over of possession of the Apartment/Floor/Villa/Plot/Unit shall be amended and I agree that the possession of the same shall be given within four years from the date of signing of this affidavit. I hereby ratify that the relevant clause of the Builder Buyer Agreement related to handing over of the possession of Apartment/Floor/Villa/Plot/Unit shall be read as amended above for which I/We hereby give my consent.

1. That I/We have approached and requested the said Company to incorporate necessary changes in respect of the said assignment in my/our favour in their records and the said Builder Buyer Agreement /Application Form/Allotment Letter..

10. I/We confirm that all correspondence to us should be made in the name of sole/first assignee and all notices/letters sent by developer to sole/first assignee shall be deemed to be duly delivered to me as well as to my above named co-applicant.

1. 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 solely be responsible and liable; I/We do hereby indemnify the Company and all its directors, employees, successors, executors against any damage, loss, penalty and/or legal injury that may be caused in this behalf.

DEPONENT

VERIFICATION

Verified at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this the \_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_, 20 \_\_ that the contents of my/ our above affidavit are correct and true and nothing material has been concealed therefrom.

DEPONENT

**Endorsement: Dated:**

At the request of Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/D/W/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the original allottee of Apartment/Floor/Villa/Plot/Unit No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Area \_\_\_\_\_\_\_\_\_\_ Priority No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(project), Gurgaon and on undertaking & indemnities given by him/her, the rights, interest, obligations in said Apartment/Floor/Villa/Plot/Unit is endorsed in favour of Mr./Ms..\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/D/W/o\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_subject to payment of Administrative Charges of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and fulfillment of all terms and conditions agreed by the said assignee.

Assignor/Seller Assignee/Buyer Company/ Developer Legal/CRM/AC

**Endorsement: Dated:**

At the request of Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/D/W/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the original allottee of Apartment/Floor/Villa/Plot/Unit No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Area \_\_\_\_\_\_\_\_\_\_ Priority No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(project), Gurgaon and on undertaking & indemnities given by him/her, the rights, interest, obligations in said Apartment/Floor/Villa/Plot/Unit is endorsed in favour of Mr./Ms..\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/D/W/o\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_subject to payment of Administrative Charges of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and fulfillment of all terms and conditions agreed by the said assignee.

Assignor/Seller Assignee/Buyer Company/ Developer Legal/CRM/AC

To be executed on a non-judicial stamp paper of Rs. 100/- and duly notarized

**INDEMNITY CUM UNDERTAKING OF THE ASSIGNOR**

This Indemnity Bond cum Undertaking is made on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 200 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/D/W/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ aged about \_\_\_years R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the “**Indemnifier”** which expression shall include his/her/their heirs, successors, executors, assignees and administrators on the ONE PART.

**In favour of**

**M/s Vatika Limited**  a company incorporated under the Companies Act, 1956 having its registered office at 621A, 6th Apartment, Devika Tower, 6 Nehru Place, New Delhi - 110019 and its Corporate office at 5th  Floor , Vatika Triangle, Sushant Lok-I, Block-A, M. G. Road Gurgaon-122002, Haryana (hereinafter called the said "Company"/“**Beneficiary”**) which includes its Assigns, Nominees, Successors, etc. of the OTHER PART.

**AND WHEREAS** the Indemnifier has booked a Apartment/Floor/Villa/Plot/Unit No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in the Project\_\_\_\_\_\_\_\_\_\_\_at **\_\_\_\_\_\_\_\_\_\_, Sector-\_\_\_ Gurgaon, Haryana** (with the Beneficiary).

**AND WHEREAS** the Indemnifierout of the total sale consideration besides other charges as mentioned in the Application Form/Allotment Letter/Builder Buyers Agreement till date has paid an amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only), details whereof are as follows and the original receipts are annexed hereto,

1. Receipt No. \_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_\_ Amount Rs \_\_\_\_\_\_\_\_\_\_\_
2. Receipt No. \_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_\_ Amount Rs \_\_\_\_\_\_\_\_\_\_\_
3. Receipt No. \_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_\_ Amount Rs \_\_\_\_\_\_\_\_\_\_\_
4. Receipt No. \_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_\_ Amount Rs \_\_\_\_\_\_\_\_\_\_\_

**AND WHEREAS** an amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) is still due and payable by the Indemnifier towards the sale consideration besides other charges for the said Apartment/Floor/Villa/Plot/Unit in terms of applicable Builder Buyer Agreement/ Application Form/ Allotment Letter.

**AND WHEREAS** the Indemnifier has assigned his/her right, interest and obligations under the Builder Buyer Agreement for the said Apartment/Floor/Villa/Plot/Unit in favour of his/her Assignee Sh./Smt.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/W/D/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the **Assignee**). That the Indemnifier requested the Beneficiary vide letter dated \_\_\_\_\_\_\_\_\_\_ to assign the rights, interest, obligation in the booking of Apartment/Floor/Villa/Plot/Unit in the name his/her/their said Assignee in place of the Original Applicant/Allottee.

**AND WHEREAS** the Indemnifier is making the said assignment of his/her/their rights, interest, obligations under the said Application Form /Allotment Letter/Builder Buyer Agreement for the said booking of Apartment/Floor/Villa/Plot/Unit in favour of the Assigee voluntarily and out of his own free will without any coercion.

**NOW THIS INDEMNITY CUM UNDERTAKING WITNESS**

1. That, the Indemnifier henceforth, after the assignment shall have no claim, right, title and interest whatsoever in the booking of said Apartment/Floor/Villa/Plot/Unit and on any amounts paid towards the booking of aforesaid Apartment/Floor/Villa/Plot/Unit to the Beneficiary at any point of time in present or future.
2. That, the Indemnifier, jointly and severally, (in case of joint Applicants) undertake to keep the Beneficiary, its successors and assigns harmless and indemnified against 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 Beneficiary in respect booking of said Apartment/Floor/Villa/Plot/Unit on account of the Assignment of the right, interest and obligations under Application Form /Allotment Letter/Builder Buyer Agreement for the said Apartment/Floor/Villa/Plot/Unit in favour of the aforesaid Assignee at any point of time in present or future.
3. That, the Indemnifier undertakes and agrees that the aforesaid Assignee shall comply with all the terms and conditions, rules and regulations laid down by the Beneficiary Company for the said booking or the allotment for the said Apartment/Floor/Villa/Plot/Unit in the aforesaid project of the Beneficiary Company from time to time and shall execute the Builder Buyer Agreement (if not executed) and any other documents as may be required by the Beneficiary Company from time to time.

**IN WITNESS WHEREOF** I/We the above named have set my hands on these presents on the date hereinabove first mentioned in the presence of the witnesses who have also set and subscribed their respective hands in my presence and in the presence of each other.

**WITNESSESS: INDEMNIFIER/DEPONENT**

**1.**

**2.**

To be executed on a non-judicial stamp paper of Rs. 100/- and duly notarised

**INDEMNITY CUM UNDERTAKING OF THE ASSIGNEE**

THIS Indemnity Bond cum Undertaking is made on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 200\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/D/Wo \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ aged about \_\_\_years R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the “**Indemnifier”** which expression shall include his/her/their heirs, successors, executors, assignees and administrators on the one part.

**In favour of**

**M/s Vatika Limited**  a company incorporated under the Companies Act, 1956 having its registered office at 621A, 6th Apartment, Devika Tower, 6 Nehru Place, New Delhi - 110019 and its Corporate office at 5th  Floor t, Vatika Triangle, Sushant Lok-I, Block-A, M. G. Road Gurgaon-122002 , Haryana (hereinafter called the said "Company"/ “Beneficiary”) which includes its Assigns, Nominees, Successors, etc. of the OTHER PART

**WHEREAS** Sh./Smt. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** S/W/D/o **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** hereinafter referred to as **“Original Applicant/Allottee/Assignor”** had booked a Apartment/Floor/Villa/Plot/Unit No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at\_\_\_\_\_\_\_**\_\_\_\_\_\_\_,Sector-\_\_\_ Gurgaon** , Haryana, admeasuring \_\_\_\_\_\_\_ sq. ft. (\_\_\_\_\_\_ sq. ft./sq. yd..) vide Application Form dated, Allotment Letter dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Builder Buyer Agreement dated \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_with the Beneficiary.

**ANDWHEREAS** the Indemnifierhas already paid an amount of Rs. \_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) as per the Agreement to the Original Applicant/Allottee/Assignor towards the assignment of the right/ interest/obligation in said Apartment/Floor/Villa/Plot/Unit .

**AND WHEREAS** the Indemnifier is ready and willing and undertakes to pay the balance of the total sale consideration as per the Application Form /Allotment Letter/ Builder Buyer Agreement i.e. Rs. \_\_\_\_\_\_\_\_\_\_\_\_/-(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) to the Beneficiary directly as and when demanded by the Beneficiary after the assignment of rights, interest, obligations in the booking of said Apartment/Floor/Villa/Plot/Unit in his/her favour.

**AND WHEREAS** the Original Allottee has vide his/her letter dated \_\_\_\_\_\_\_\_\_ to the Beneficiary had requested to substitute/endorse the name(s) of the indemnifier in the records of Beneficiary and the Indemnifier has also requested the Beneficiary vide letter dated \_\_\_\_\_\_\_\_\_\_ to substitute/endorse the name(s) of the indemnifier in the records of Beneficiary.

**NOW THIS INDEMNITY CUM UNDERTAKING WITNESS**

1. That, the Indemnifier accept and agree with the terms and conditions as set out in the Application Form dated\_\_\_\_\_\_\_\_, Allotment Letter dated\_\_\_\_\_\_\_\_\_\_\_, Builder Buyer Agreement dated\_\_\_\_\_\_\_\_\_\_ which he/she has fully understood and undertake to pay all charges and abide by all the terms and conditions of the said Application Form/Allotment Letter/ Builder Buyer Agreement and other terms imposed by the Beneficiary from time to time.
2. The Indemnifier having been appraised, understands and confirms that being the Assigee, he / she is not entitled to claim any compensation for delay in handing over possession or rebate under a scheme or otherwise or any other discount by whatever name from the Company and hereby undertakes not to raise any claim whatsoever with regard to the same from the Company, for which the original Applicant / Allottee might have been entitled.
3. That Indemnifier agree without demur that the clause as envisaged in Builder buyer agreement w.r.t handing over of possession of the Flat /Apartment/floor/Villa/unit shall be rectified/amended hereof and Indemnifier agree that the possession of the same shall be given within 4 years from the date of his/her affidavit. Indemnifier hereby ratify that the relevant clause of the Builder Buyer Agreement related to handing over of the Apartment/Floor/Villa/Plot/Unit within 3 years from the date of signing of the Agreement herein stands cancelled and shall be read as amended above for which Indemnifier hereby give his/her consent.
4. That, the Indemnifier, shall Indemnify, jointly and severally, (in case of joint Applicants) the Beneficiary and keep the Beneficiary Indemnified against the loss and damages caused due to the claim of the assignor or any other person claiming under him for any right, title interest in the said booking/allotment for the Apartment/Floor/Villa/Plot/Unit and any amounts paid for the aforesaid purpose to the Beneficiary at any point of time in present or future.
5. That, the Indemnifier undertake to keep the Beneficiary, its successors and assigns harmless and indemnified against 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 Beneficiary at any point of time in present or future, on account of the assignment of the right, interest. Obligations in the booking of said Apartment/Floor/Villa/Plot/Unit in favour of the Indemnifier.

1. That, the Indemnifier undertakes and agrees to comply with all the terms and conditions, rules and regulations laid down by the Beneficiary Company for the said booking/allotment for the Apartment/Floor/Villa/Plot/Unit in the aforesaid project of the Beneficiary Company from time to time.
2. That, the Indemnifier undertakes and agrees to execute all other documents as the Beneficiary may feel necessary for the purposes of assignment of the right, interest. Obligations in the booking of said Apartment/Floor/Villa/Plot/Unit and for execution of the any other document and Sale/Conveyance Deed in his/her favour for the said Apartment/Floor/Villa/Plot/Unit at any point of time in present or future, after making the full payment to the Company.
3. That, the Indemnifier have not violated any of the relevant provisions of law particularly the provisions of Indian Stamp Act in making the aforesaid assignment of rights, interest, obligation under the said booking/allotment for Apartment/Floor/Villa/Plot/Unit , and if there shall any liability, duty, penalty of whatever kind in this regard, the Indemnifier shall be exclusively liable and responsible therefore, and the Indemnifier do undertake to pay the same and do hereby indemnify and keep indemnified the Company against any loss, penalty damage that may be caused.

**IN WITNESS WHEREOF** I/We the above named have set my hands on these presents on the date hereinabove first mentioned in the presence of the witnesses who have also set and subscribed their respective hands in my presence and in the presence of each other.

**INDEMNIFIER/DEPONENT**

**WITNESSESS:**

1.

2.

**(Format for Signature Verification to be given by both Assignor & Assignee(s))**

**IDENTIFICATION SLIP**

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Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Paste

S/W/D/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Photograph

R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

------------------------ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Specimen Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Paste

S/W/D/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Photograph

R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

------------------------ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Specimen Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNATURES AND PHOTOGRAPHS ATTESTED:**

(Signature of Bank Official together with Bank Seal)

Name:

Designation:

Name of Bank and Branch:

**CUSTOMER’S GENERAL DETAILS UPDATION FORM (To be Filled by Assignee)**

**a)First Applicant………………………………………………………………………………..**

**Date Of Birth :……………………………………………………………………………………….**

**Email Id:……………………………………………………………………………………………..**

**Contact No / Mobile/ Landline:………………………………………………………………………….**

**No: of Family Members:……………………………………………………………………………..**

**Occupation:…………………………………………………………………………………………..**

**Industry:………………………………………………………………………………………………**

**Designation:…………………………………………………………………………………………..**

**b)Second Applicant…………………………………………………………………………………**

**Date Of Birth :………………………………………………………………………………………...**

**Email Id:………………………………………………………………………………………………**

**Contact No / Mobile/ Landline:……………………………………………………………………………**

**No: of Family Members:………………………………………………………………………………**

**Occupation:……………………………………………………………………………………………**

**Industry:……………………………………………………………………………………………….**

**Designation:……………………………………………………………………………………………**

**Contribute in Product Developments? ……(Yes/ No)…………………………………………….........**

**Notified of New Product/Service Launch?...(Yes/No)…………………………………………………..**

**What’s the best way to connect with you? (E-Mail/Telephone/Any/All)……………………………...**

**Preferred Investment Budget ?………………………………………………………………………..**

**PROJECT’S NAME: – RESEDENTIAL / COMMERCIAL**

**:…………………………………………………….**

**UNIT No: / PROPERTY NUMBER: -**

**ADDRESS LINE 1: -**

**ADDRESS LINE 2: -**

**ADDRESS LINE 3: -**

**CITY:-**

**STATE:-**

**COUNTRY: -**

**PIN CODE :-**

**Signatures (Assignee) Dated:**

**SPECIAL POWER OF ATTORNEY**

Be it known to all to whom it may concern that I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/D/W/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the Executant) do hereby nominate, appoint and constitute Mr./Mrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/D/W/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as my true and lawful attorney to do the following acts, deeds and things on my behalf and in my name in respect of assignment of rights. Interest, obligations in booking of Flat/Apartment Floor/Villa/Unit in project\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at\_\_\_\_\_\_\_\_\_\_\_.

NOW WHEREAS I/We hereby empower and authorize my attorney in my name and on my behalf to execute and to do all or any of acts, deeds and things herein below mentioned namely:

1. To negotiate with any person on such terms as my/our said attorney may deem fit in his/her sole discretion for assignment of rights, benefit, obligations under the Application Form dated\_\_\_\_\_\_\_\_, Allotment Letter dated\_\_\_\_\_\_\_\_\_\_\_,Builder Buyer Agreement dated\_\_\_\_\_\_\_\_\_\_ and to Buy & Sell the said Flat/Apartment Floor/Villa/Unit and to receive/pay consideration amount and to give receipt thereof.
2. To assign my/our all right, benefit, obligations or to take on assignment right, benefit, obligations under the said Application Form/Allotment Letter/Builder Buyer Agreement in respect of said Property and to sign and execute agreements, applications, affidavit, indemnity, undertakings and all other documents as my/our said attorney deem fit with regards to and in connection of the said assignment and/or Flat/Apartment Floor/Villa/Unit.
3. To give, move and present to the Vatika Ltd. or any appropriate authority, any application, petition, affidavit, indemnity, statement, undertaking etc. necessary for the purpose of transfer/assignment of my/our rights, benefit, obligations under the said Application Form/Allotment Letter/Builder Buyer Agreement.
4. To make /receive any payment directly to/from Vatika Ltd. in my/our name.
5. AND to do all other lawful acts, deeds and things in connection with said Property/Application Form/Allotment Letter/builder Buyer Agreement as effectively as I/We can do the same if I/we am/are personally present and all other matters whatsoever my/our said attorney can lawfully do.

And I/We hereby agree and undertake to ratify and confirm all such acts, deeds and things my/our said attorney shall do or cause to be done by virtue of this Power of Attorney, as if the same having done by me/us personally.

IN WITNESSES WHEREOF, I/We the Executants have signed this deed of Power of Attorney (SPA) on this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_20\_\_at\_\_\_\_\_\_\_\_\_\_\_\_\_.

Applicant 1

Applicant 2

SPA Holder

WITNESSES EXECUTANT

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