

## **AFFIDAVIT**

I/We \_\_\_\_\_ s/d/w/o Sh. \_\_\_\_\_

R/o \_\_\_\_\_ Allottee/Co-owners do hereby

solemnly affirm, declare and undertake as under:

1. That unit No. \_\_\_\_\_, in Innovative Legend Heights, Sector-80, Manesar, District Gurugram, having Super Area \_\_\_\_\_ Square Feet on \_\_\_\_\_ floor was allotted to me/us through Builder Buyer Agreement executed with M/s. Innovative Infradevelopers (P) Limited (Ex-Vendor) on dated \_\_\_\_\_ and conveyance Deed of the aforesaid apartment was executed by M/s. Innovative Infradevelopers (P) Limited (Ex-Vendor) in my/our favour on dated \_\_\_\_\_
2. That project in question was being developed by M/s. Innovative Infradevelopers (P) Limited (Ex-Vendor) in the revenue estate of Village \_\_\_\_\_. The project land is a part of License No. \_\_\_\_\_ which is part of deemed award dated 26.11.2018 which was pronounced by 12/03/2018 passed by Hon'ble Supreme Court of India in Civil Appeal No. 8788/2015 titled as Rameshwar & Ors. Vs. State of Haryana and Ors. In compliance of aforesaid order dated 12.03.2018 of Hon'ble Supreme Court, the Director Town & Country Haryana, Chandigarh has transferred the licenses vide order dated LC-1227-vol-II-JE(VA)/2019/1372-1388 dated 16.01.2019 in favour of HSIIDC.
3. Occupation certificate has been issued by Town & Country Planning Department, Haryana vide memo No. ZP-461/SD (SB) / 2013/58624 dated 26.11.2013.
4. That any additional price of the aforesaid plot/apartment, as a consequence of enhancement in compensation of land that may be awarded by the Court(s), in any matters/cases arising out of the acquisition proceedings or any incidental or connected matter thereto, shall be payable by the me/us, in lump sum, within 60 days from the date of issuance of demand notice without any interest or in ten half yearly equal installments alongwith interest @ 12%p.a., on the balance outstanding. Default in payment of installments shall entail interest @ 15%p.a., for the defaulted period on the defaulted amount, compounded half yearly. In the event of non-payment of such enhanced compensation with permitted period, the aforesaid apartment shall also be liable to be resumed.
5. That I/we have already made payment of full tentative cost of the unit and hereby undertake that I/we will clear/remit all the outstanding dues towards further EDC/IDC, enhancement cost if any and other dues, becoming due at a subsequent date after execution of conveyance deed, within prescribed period as per demand notice along with applicable rate of interest.
6. That this undertaking shall be binding on allottee, his successors & assigns, his legal heirs, transferee etc. as the case may be.
7. That I/we shall enroll as a member of association of allottees registered for this project.
8. I/we undertake that I/we have executed maintenance agreement as per Builder Buyer Agreement

9. And will abide by the terms & conditions of Builder Buyer Agreement. That I/we shall seek prior written permission of HSIIDC before transferring/selling the aforesaid apartment.
10. That I/we shall be abide by the terms & conditions of allotment/Builder Buyer Agreement/Policy of HSIIDC as amended time to time.
11. That our specimen signatures are as under:-

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

Place: \_\_\_\_\_

**Deponent(s)**

Date: \_\_\_\_\_

**Verification:-**

I/we, the above named executant(s) do hereby further solemnly affirm and declare that the contents of my above affidavit are true and correct to my knowledge & belief and nothing has been concealed therein.

Verified at \_\_\_\_\_ on \_\_\_\_\_

**Deponent(s)**