

Seller _____

Buyer _____

Unit No: _____

Through _____

CHECKLIST

DOCUMENT REQUIRED FROM THE TRANSFEROR AND TRANSFEREE FOR TRANSFER OF THE PROVISIONAL BOOKING/ OF / PLOT/APARTMENT/RETAIL SPACE/OFFICE SPACE/RESTAURANT/ VILLA ("PROPERTY") AT.....

a) Joint request from Transferor and Transferee [Format attached]

b) From **Applicant/Allottee/Transferor:**

- Affidavit and Indemnity bond-cum-Undertaking (notarised)[Format attached]

c) From the **/Transferee:**

- Affidavit and Indemnity bond-cum-Undertaking (notarised)[Format attached]

d) In addition to the above following documents shall be required:

1. Signatures of both Parties - duly verified by their respective bank managers alongwith the banks' seal
2. Three Passport Size photographs of each Party
3. Copy of PAN card and address proof of buyer and seller - self attested (corresponding with the details provided by each of them to the Company)
4. Original receipts and allotment letter issued to the Transferor, for endorsement in favour of Transferee.
5. New Application Form/ Customer Data Form
6. Copy of Agreement to Sell executed between the Parties
7. Existing Buyer's Agreement
8. Cancelled cheque of Transferor
9. Proof of payments from buyer to seller - Cheque copies/ account statement/ full n final receipt
10. No objection from bank if loan taken for purchase of property.

e)Other points:

11. All dues should be cleared upto the date of transfer along with delayed interest if any.

12. Transfer charges and service tax as applicable

13. All payments should be through drafts / Pay Orders only.

FOR COMPANY

In addition to the above (in case the Transferor / Transferee is a Company), the following are required:

1. Certificate of Incorporation, Memorandum and Articles of Association of company – duly signed and sealed by the Company's Director/ Company Secretary.
2. List of Directors (Form No. 32 in case of change of Directors from the ones mentioned in the Articles of Association)
3. Proof of registered office address.
4. The Certified copy of the Board Resolution passed by the company in favour of the authorised signatory. [Format attached]
5. Extract of the Board Resolution validating the transfer and authorizing a director/ representative to act for and on behalf of the Company,
6. ID Proof and Signature Verification of the authorized person by the Bank of the Company.

FOR NRI/NRO/PIO

In addition to the above (depending on whether the NRI/ NRO/ PIO is Transferor or Transferee), the following are required:

NRE/ NRO proof in case of an NRI/ NRO/ PIO Customer.

1. Copy of Valid Passport in case of an NRI/ NRO/ PIO Customer duly self-attested.
2. Original/ Registered GPA or SPA duly attested by the Consulate of the State. Letter from the executants that the GPA/ SPA has not been revoked.
3. In case of telegraphic transfer a copy of debit advice from the remitting bank.
4. Proof confirming that consideration received / paid has been done to / out of NRE / NRO / account directly from abroad through authorized banking Channels

NOTE:

1. All transfer requests are subject to the company's acceptance and prevailing terms and conditions.
2. The value of Stamp paper shall change depending upon the area of jurisdiction.

JOINT REQUEST BY TRANSFEROR & TRANSFEREE

Date: _____

M3M India Private Limited

**Paras Twin Tower, Tower B, 6th
Floor, Golf Course Road, Sector-
54, Gurgaon-122002, Haryana,
India**

SUB: TRANSFER OF THE PROVISIONAL BOOKING/ALLOTMENT DATED _____ OF THE OF PLOT/APARTMENT/RETAIL SPACE/OFFICE SPACE/RESTAURANT/ VILLA [**"PROPERTY"**] BEARING NO. _____ AT M3M _____, SECTOR _____, GURGAON.

Dear Sir,

I/ We _____ W/D/S/o
_____ R/o
_____ (**"Transferor(s)"**) have applied for and been provisionally allotted property bearing Unit no. _____ at your project M3M _____, at Sector - _____, Gurgaon Haryana (**"Property"**); towards which I/ We have already paid a sum of Rs. _____/- (Rupees _____ only) as per details given below:

Cheque No. _____ Date _____ Amount _____/-

Cheque No. _____ Date _____ Amount _____/-

Now, the Transferor(s) **AND** _____ W/D/S/o
_____ R/o

_____ (**"Transferee(s)"**) have entered into an Agreement to Sell for the Unit admeasuring a Super Area of approximately _____ sq. feet.

Now, WE, the Transferor(s) and the Transferee(s) jointly confirm that the Transferee has remitted the above amount to the Transferor, in pursuance to such Agreement to Sell.

Now, WE jointly request you and authorize you to transfer this provisional booking/allotment/ Unit in favor of and in the name of the Transferee(s) and request you to appropriate the payments made by the Transferor(s) towards the Unit as were paid by the Transferee(s) and accordingly update your books and record. The request for Transfer be implemented with immediate effect.

The Transferor(s) herein confirm and assure that after the transfer of said Property in favour of the Transferee(s), the Transferor shall have no right, title, claim or interest remaining in the said provisional booking/allotment nor any lien thereon and further confirm, undertake and agree that the Transferor(s) shall not contest, or otherwise dispute such transfer/ in your records and shall not revoke this authorization and shall remain liable for any payments that may be due and payable to the Company as at the date of

this letter.

The Transferor(s) confirm that he has not taken any bank loan for this property.

or

The Transferor(s) had taken Loan from _____ bank and I have obtained 'no objection' from the Bank for transfer of Property bearing no. _____. The original letter of the bank giving 'No Objection' is attached herewith.

The Transferee(s) herein undertakes to pay the entire balance dues of the agreed consideration and other applicable charges as per relevant terms and conditions of the application form/ Apartment buyer's Agreement and undertake to execute the Apartment Buyer's Agreement after the provisional /booking/allotment has been transferred in Transferee(s) name. We also Confirm, undertake and assure you that after the transfer the transferee(s) shall be bound by all the terms and conditions as stated in the Application form or as may be detailed in the Apartment Buyers Agreement/Sale/Conveyance Deed to be executed by the Transferee(s) and to abide by all the terms and conditions relating to the Apartment.

We hereby also jointly and severally declare and confirm that we have not contravened, transgressed or otherwise violated any provision of the laws as applicable to us and the transaction between the Company and me/us as relating to the said Property and the transaction between the transferor/transferee including in particular, any provision of Indian Stamp Act, 1899, Transfer of Property Act, 1882, Income Tax Act, 1961, Foreign Exchange Management Act, 1999, and the notifications, rules and regulations prescribed by the Reserve Bank of India with their respective addendums and such other Acts/regulations in making the aforesaid transactions and if there ever be any loss or damage and/or liability, duty, fine, award or penalty of whatever nature or description in this regard, we confirm and agree that we shall be and remain exclusively liable and responsible for the same, shall hereby entirely bear the same and shall be responsible for any consequences that may entail. We hereby jointly and severally declare, agree and confirm to indemnify and always keep indemnified the Company against any liability whatsoever at all times.

We the Transferor and Transferee hereby also declare and confirm that the aforesaid information is true and correct and we shall remain jointly and severally responsible and liable for the said transaction as against M3M and M3M shall not be liable or responsible in any manner whatsoever for the aforesaid transaction or its consequences.

We are enclosing our signatures duly verified by our respective banker(s) for your reference and record. You are requested to kindly do the needful.

(To be added in case the original payment receipts have been lost)

Out of the receipts issued by the Company for the sale consideration paid following receipts have been misplaced / lost We hereby declare that such Receipts have not been misused or otherwise deliberately retained and we confirm that any liability of any description that may arise at any time due to such Receipts shall be entirely upon us. We also confirm that we shall return such Receipts to the Company in case we are able to locate them at any time in the future. Meanwhile, we are furnishing the necessary Affidavit(s) cum Declaration and Indemnity Bond indemnifying the Company from any loss/damage or liability as may be caused due to such misplaced/lost Receipts:-

a) Cheque No. _____ Date _____ Amount _____/-

b) Cheque No. _____ Date _____ Amount _____/-

c) Cheque No. _____ Date _____ Amount _____/-

Thanking you,

Yours faithfully,

S/D/o _____

R/o _____

(Name, address and signature of the Transferor)

S/D/o _____

R/o _____

(Name, address and signature of the Transferee)

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

AFFADAVIT AND INDEMNITY CUM UNDERTAKING OF THE TRANSFEROR

This Indemnity Bond cum Undertaking is made on this the ____ day of _____, 201_ by _____ S/W/D of _____ aged about _____ years R/o _____ presently in India, hereinafter referred to as the “**Indemnifier**” which expression shall include his/her/their legal heirs, successors, executors, assignees and administrators.

WHEREAS

M3M India Private Limited is a company incorporated under the Companies Act, 1956 having its registered office at Paras Twin Tower, Tower B, 6th Floor, Golf Course Road, Sector-54, Gurgaon-122002, Haryana, India hereinafter referred to as the “**Beneficiary**” which expression shall, unless repugnant to the subject, context or meaning thereof, mean and be deemed to mean and include, its permitted assigns and successors-in-interests

AND WHEREAS the Indemnifier has made a provisional booking/ allotment application dated _____ for the Property No. _____ admeasuring approximately _____ sq. ft. at **M3M** _____, at SECTOR - _____, Gurgaon with the Beneficiary.

AND WHEREAS the Indemnifier, out of the total sale consideration besides other charges as mentioned in the provisional booking/allotment letter/ Buyer’s Agreement, has till date paid an amount of Rs. _____/- (Rupees _____ only), detail of which are as follows:-

- a) Cheque No. _____ dated _____ Amount Rs _____
- b) Cheque No. _____ dated _____ Amount Rs _____
- c) Cheque No. _____ dated _____ Amount Rs _____
- d) Cheque 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 Property in terms of such provisional booking/ allotment.

AND WHEREAS the Indemnifier has transferred the said provisional booking/ allotment for the said Property in favour of the Transferee Sh./Smt. _____ S/W/D of _____, R/o _____ (hereinafter referred to as the “**Transferee**”) and has requested and authorized the Beneficiary to change the ownership name in its records for the said Property from his/her name to the name of such transferee and the Beneficiary has acceded to such request and has accepted such authorization to make such change.

AND WHEREAS the Indemnifier has made such request and authorization for such transfer out of his own free volition and without being under any influence, coercion, duress or inducement.

NOW THIS INDEMNITYCUM-UNDERTAKING WITNESSETH

1. That post such transfer, the Indemnifier shall have no claim, right, title and interest on the said provisional booking/allotment for the said Property at any point of time in the future.
2. That the Indemnifier undertakes to keep the Beneficiary harmless and indemnified against any claims, loss or damage, litigation costs including counsel fee, court fees and other related charges, all penalties, awards, fines, and other impositions of any kind whatsoever suffered or incurred, directly or indirectly, or attributed to, or arising due to, or caused by or as a result of the Beneficiary transferring the said provisional booking/allotment for the said Property No. _____ in favour of the aforesaid Transferee at any point of time in the future.
3. That the Indemnifier further undertakes and declares to hold the Beneficiary fully indemnified against all legal, statutory or any other claims, damage, litigation costs including court fees and other related charges, all penalties, awards, fines and other impositions of whatsoever nature that may be raised/ made by any third party(ies) out of the sale transaction entered into by and amongst the Indemnifier and the Transferee.
4. That the Indemnifier hereby unconditionally undertakes and agrees that the aforesaid Transferee shall comply with all the terms and conditions, rules and regulations as prescribed by the Beneficiary for the said provisional booking/allotment for the said Property from time to time and shall execute the Buyer's Agreement and any other documents as may be required by the Beneficiary from time to time and in case such transferee does not fulfill all the required obligations and duties of the Indemnifier as existing before such transfer was made by the Beneficiary and such other implied obligations and duties that while not explicitly expressly and agreed between the Indemnifier and the Beneficiary but which otherwise the Indemnifier would have become liable for had such transfer not been effected, the Indemnifier shall be responsible and liable for all such duties and obligations to the Beneficiary at all times.
5. That the Indemnifier has/ have not contravened, transgressed or otherwise violated any provision of the laws as applicable to the Indemnifier and the transaction between the Company and the Indemnifier relating to the said Property including in particular, any provision of Indian Stamp Act, 1899, Transfer of Property Act, 1882, Income Tax Act, 1961, Foreign Exchange Management Act, 1999, and the notifications, rules and regulations prescribed by the Reserve Bank of India, with their respective addendums and such other Acts/regulations in making the aforesaid transactions and if there ever be any loss or damage and/or liability, duty, fine, award or penalty of whatever nature or description in this regard, the Indemnifier confirms and agrees that the Indemnifier shall, be and shall remain liable and responsible for the same, shall hereby bear the same and shall be responsible for any consequences that may entail. The Indemnifier declares, agrees and confirms to indemnify and always keep indemnified the beneficiary against any liability whatsoever at all times.

IN WITNESS WHEREOF I/WE the above named Indemnifier(s) 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

VERIFICATION

Verified at _____ on this the ____ day of _____ 201, that the contents of the foregoing paragraphs are facts true and correct to the best of my knowledge and that no part of it is false and nothing is concealed there from.

INDEMNIFIER/DEPONENT

WITNESSES:

1.

2.

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

INDEMNITY CUM UNDERTAKING OF THE TRANSFEREE

This Indemnity Bond cum Undertaking is made on this the _____ day of _____, 201____ by _____ S/W/d of _____ aged about _____ years R/o _____ presently in India, hereinafter referred to as the “**Indemnifier**” which expression shall include his/her/their legal heirs, successors, executors, assignees and administrators.

WHEREAS

M3M India Private Limited is a company incorporated under the Companies Act, 1956 having its registered office at Paras Twin Tower, Tower B, 6th Floor, Golf Course Road, Sector-54, Gurgaon-122002, Haryana, India hereinafter referred to as the “**Beneficiary**” which expression shall, unless repugnant to the subject, context or meaning thereof, mean and be deemed to mean and include, its permitted assigns and successors-in-interests

WHEREAS Sh./Smt. _____ S/W/D of _____ hereinafter referred to as “**Applicant/Allottee**” had applied and entered for a provisional booking/allotment for the Property bearing No. _____ at **M3M _____, SECTOR - ____, Gurgaon**, admeasuring approximately _____ sq. ft. with the Beneficiary.

AND WHEREAS the Indemnifier has already settled all dues and financial obligations with the Applicant/Allottee towards the sale consideration of the said Property that has been paid by the Applicant in full and final settlement of such dues and obligations.

AND WHEREAS the Indemnifier is ready and willing and undertakes to pay the balance of the total sale consideration for the said Property to the Beneficiary directly on transfer of the said Property in his/her favour.

AND WHEREAS the Applicant/Allottee has jointly with the Indemnifier vide a letter dated _____ has requested and authorized the Beneficiary to transfer the said provisional booking/ allotment for the said Property into my/ our name and the Beneficiary has acceded to such request and has accepted such authorization

NOW THIS INDEMNITY CUM UNDERTAKING WITNESSES

1. That the Indemnifier accepts and agrees to the terms and conditions relating to the said Property and fully understands the same and undertakes to make all remaining payments for the said

Property as well as pay all other charges as may become due and payable for the said Property and to abide by all the terms and conditions of the provisional booking/ allotment for the said Property and the Buyer's Agreement and other terms that may be applied by the Beneficiary from time to time.

2. That the Indemnifier shall Indemnify the Beneficiary and keep the Beneficiary indemnified against any loss or damage caused due to the claim of the Applicant/ Allottee (Transferor) or any other person claiming under him for any right, title or interest in the said provisional booking/allotment for the said Property and any amounts paid for the said Property to the Beneficiary at any time.
3. That the Indemnifier hereby unconditionally undertakes and agrees that he shall duly comply with all the terms and conditions, rules and regulations as prescribed by the Beneficiary for the said provisional booking/allotment for the said Property from time to time and shall execute the Buyer's Agreement and any other documents as may be required by the Beneficiary from time to time and shall be responsible and liable for all such duties and obligations to the Beneficiary at all times.
4. That the Indemnifier undertakes and agrees to execute all other documents as the Beneficiary may feel necessary for the purposes of transfer of the provisional booking/allotment for the said Property and for execution of the Buyer's Agreement and/or any other document including the Sale/Conveyance Deed in his/her favour for the said Property at any time in the future after making all the payments to the Beneficiary.
5. That the Indemnifier has have not contravened, transgressed or otherwise violated any provision of the laws as applicable to the Indemnifier and the transaction between the Company and the Indemnifier relating to the said Property including in particular, any provision of Indian Stamp Act, 1899, Transfer of Property Act, 1882, Income Tax Act, 1961, Foreign Exchange Management Act, 1999, and the notifications, rules and regulations prescribed by the Reserve Bank of India, with their respective addendums and such other Acts/regulations in making the aforesaid transactions and if there ever be any loss or damage and/or liability, duty, fine, award or penalty of whatever nature or description in this regard, the Indemnifier confirms and agrees that the Indemnifier shall, be and shall remain liable and responsible for the same, shall hereby bear the same and shall be responsible for any consequences that may entail. The Indemnifier declares, agrees and confirms to indemnify and always keep indemnified the beneficiary against any liability whatsoever at all times.

IN WITNESS WHEREOF I/WE the above-named Indemnifier 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

VERIFICATION

Verified at _____ on this the ____ day of _____ 201, that the contents of the foregoing paragraphs are facts true and correct to the best of my knowledge and that no part of it is false and

Declaration



I declare that all the information submitted in this form & documents submitted along with this are correct and complete. I declare further that I have read & understood all documents attached with this form & that I am bound by all their contents for all purpose.

Date of Transfer*:

Signature of the Applicants

- 1.
- 2.
- 3.
- 4.

*Mandatory Fields