

Annexure 'B'
AFFIDAVIT-CUM-UNDERTAKING (DULY NOTARISED)

STAMP PAPER OF Rs. 100/-

I Shri/Smt. ----- (intending transferee, an Indian Inhabitant, aged ----- years, occupation ----- residing at ----- do hereby solemnly affirm and state on oath as follows :

1. The Apartment No/Shop No./Plot No./Office No ----- in _____ Apartment Owners Association/ Co-operative Hsg. Society, located in Sector ____ of _____ node, Navi Mumbai is agreed to be leased / granted Lease by the City & Industrial Development Corporation of Maharashtra Ltd. (hereinafter for the sake of brevity referred as "the Corporation") to Shri/Smt. _____, the original lessee for the purpose of Residential/ Commercial/ _____ Use. The lease granted is valid upto _____.
2. That the Original Lessee has agreed to assign his rights the above described property in my favour and accordingly, I have agreed to accept the assignment of the said rights subject to the condition that the Corporation grants permission for such alienation or transfer.
3. I have perused and aware about the terms and conditions of the lease granted in favour of the Original Lessee by the Corporation and I hereby unconditionally agree to abide with all said terms and conditions on the Agreement to lease dated _____.
4. I have perused and aware that I am not entitled to transfer, sell, assign, mortgage, under-let or otherwise transfer wholly or partly the demised premises or interest therein or part wholly or partly with the possession of the demised premises or permit any person to use wholly or partly the demised premises without obtaining the permission in writing from the Corporation.
5. I also undertake the liability to remove at my cost the unauthorized change of user/ unauthorized construction if found to have been made by the transferor/ seller and to restore the demised land/ premises to its original form.
6. I hereby declare that the transfer application has been duly signed by the original Lessee. If there is any dispute or claim regarding the subject transfer, I will be solely responsible and the Corporation will not be liable or responsible for effecting transfer on the basis of such an application. I further undertake that if any loss or damage is caused to the Corporation due to this transfer in my favour; I shall indemnify or keep indemnified the Corporation against the said loss or damage or third party claims in respect of the devised premises.
7. I also hereby undertake to pay all outstanding dues payable by the original lessee, without any hesitation and also further undertake to pay the service charges, water charge or fees of the Association/ Society as per the existing rules.

8. I am aware that in case of failure on my part or breach of any terms and conditions of the Agreement, the Corporation is entitled to evict me from the said property or to initiate any action as per the conditions of lease.

Solemnly affirmed on oath the ----- day of ----- 20____

Place : -----

Date: -----

DEPONENT
(Transferee) / Purchaser

BEFORE ME

NOTARY