

(Rs.100/- NJ Stamp Paper in the name of the Executant)

**UNDERTAKING**

This **Deed of Undertaking** is made and executed at \_\_\_\_\_ on this \_\_\_\_ day of the month of \_\_\_\_\_, \_\_\_\_\_ (year) by \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ and \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ (hereinafter referred to as "**the Executant(s)**") and which expression shall unless repugnant to the context hereof, include his/her/its/their successors, legal heirs, liquidators, administrators, nominees, representatives and assigns etc.

**WHEREAS** the Executant(s), in response to his application, has been allotted Plot/ Flat/ Shop/ Villa No. \_\_\_\_\_ on \_\_\_\_ floor in \_\_\_\_\_ Tower/ Block in \_\_\_\_\_ Project (hereinafter referred to as the "**said Unit**") situated at \_\_\_\_\_ being developed by M/s \_\_\_\_\_, a Company duly incorporated under the provisions of the Companies Act, 1956, having its registered Office at \_\_\_\_\_ (hereinafter referred to as the "**said Company**") vide Allotment letter/ Buyer's agreement dated \_\_\_\_\_ executed between the Company and the Executant(s).

**AND WHEREAS** vide the aforesaid Allotment letter/ Buyer's agreement, the Executants(s) has agreed to pay to the Company, in addition to the sale consideration of the said Unit, a price equal to the proportionate share of Taxes and charges viz. value added tax, state sales tax, central sales tax, works contract tax, service tax, one time building tax, luxury tax, building and other construction worker's welfare fund, external development charges, infrastructure development charges or cess or any other taxes, charges, or any increase in the aforesaid taxes or charges levies by whatever name called with retrospective effect or in future, in connection with the development work of the said Project/ said Unit, the proportionate share being calculated in the ratio of the super area of the said Unit to the total super area of the all units in the said Project.

**AND WHEREAS** the Executant(s) hereby confirms that he is aware of the Hon'ble Supreme Court Judgment in the matter of K Raheja Development Corporation Vs. State of Karnataka (2005) 5 SCC 162 and Larsen and Toubro Limited and Anr. Vs. State of Karnataka and Anr. Civil Appeal No. 8672 of 2013, wherein the Hon'ble Supreme Court upheld the validity of levy of Value Added Tax (VAT) on the units being constructed by the Developers and also subsequent circulars issued by the Excise & Tax Commissioner of Haryana Government on the applicability of VAT on construction of such units retrospectively or in future on the units under construction by the Developers.

**AND WHEREAS** the Executant(s) is ready and willing to abide by and adhere to the rules, regulations and laws, as applicable to the aforesaid Project, especially to the said Unit, and therefore, is executing this Undertaking in favor of the Company as under:

- (1) The Executant(s) hereby agrees and undertakes to pay to the Company, without delay, in addition to the sale consideration price of the said Unit, a price equal to the proportionate share of Taxes and charges viz. value added tax, state sales tax, central sales tax, works contract tax,

(Executant)

service tax, one time building tax, luxury tax, building and other construction worker's welfare fund, external development charges, infrastructure development charges or cess or any other taxes, charges, or any increase in the aforesaid taxes or charges levies by whatever name called (herein after referred to as "**Taxes and Charges**") with retrospective effect or in future, in connection with the development work of the said Project/ said Unit irrespective of the physical possession of the said Unit has been taken over by the Executant(s).

- (2) The Executant(s) hereby agrees and undertakes that in case the Executant(s) fails to pay the said Taxes and Charges, if any, as demanded by Company on or before the due date, the Executant(s) hereby authorizes the Company/ Maintenance Agency to adjust the outstanding Taxes and Charges against the Maintenance Security paid by the Executant(s) in respect of the said Unit and whenever due to such adjustment, the maintenance security falls short of the aforesaid outstanding taxes and charges, the Executant(s) hereby undertakes to make good the resultant shortfall in maintenance security within 15 (fifteen) days of demand by the Company/ Maintenance Agency
- (3) The Executant(s) further agrees and undertakes that, If such Taxes and Charges or any increase thereof are payable by the Executant in future or with retrospective effect after the Sale/Conveyance deed has been executed then such Taxes and Charges, if unpaid by the Executant(s), shall be treated as unpaid sale price of the said Unit and the Company shall have the first charge/ lien on the said Unit for recovery of such charges/cost from the Executant(s).
- (4) That the Executant(s) further agrees and undertakes to disclose the facts mentioned herein to the subsequent purchasers, legal heirs, successors, assignees, nominees, etc. of the said Unit for compliance of the same.
- (5) That the Executant(s) hereby agrees and undertakes to indemnify and keep indemnified and harmless the Company against any loss, damages or claims etc., whatsoever arising due to the Company acting upon the above said undertaking, assurance, representations and request and/or breach of above said assurances, representation by the Executant(s) or any other person authorized by me/us.

**IN WITNESS WHEREOF** signed on the day month and year mentioned first hereinabove in presence of the following witnesses:

**WITNESSES:**

(1)

**(Executants)**

(2)

(Executant)