

BOOKLET
FOR
DELETION OF APPLICANT NAME

PROPERTY TYPE _____ **UNIT NO.** _____

AREA _____ **BLOCK/ TOWER** _____

PROJECT NAME _____

General Instructions**(Please go through the Instructions before filing up the form)**

1. The Form has to be filled with Blue Pen and in BLOCK LETTERS only.
2. The form has to be filled up by Assignor /Assignee in his own hand writing. Any correction in the Letter/ Form has to counter signed by the concern person.
3. No correction / Fluid shall be allowed in Affidavit /Undertaking, Indemnity bond etc. and the company has the right to reject the same.
4. All the Blanks should be properly filled in and the Request form has to be properly witnessed. In case the Assignment Process is being looked after by any Dealer; then the signature/ stamp of the Dealer should be affixed as witness.
5. All original documents, i.e., Agreement / Allotment Letter, Money Receipts etc. have to be signed by the Assignor/ Assignee on the back side of the aforesaid documents at the earmarked place.
6. In case where a copy of certain documents has to be submitted, the Assignor/ Assignee need to produce the Original documents for verification at the time of submission.
7. Documents completed in all the respects shall only be accepted for further processing. An incomplete document / paper are liability to be rejected and the onus of such rejection shall be on Assignor/ Assignee and the company shall not entertain any claim for such rejection.
8. The Assignor and the Assignee have to be personally present before the executive of the company for signing the document and for identification purpose.
9. If the Assignor/ Assignee is dealing through his POA holder, then such Power of Attorney should not be more than six months old.
10. In case the Assignor/ Assignee is Minor, then date of Birth Certificate duly attested by Gazetted Officer/ Oath Commissioner/ Notary Public along with certified true copy of permission of the necessary Court should be attached.
11. Document/ POA from any foreign country should be in a plain paper and these should be attested by the Indian embassy or the Consulate General of India in the foreign country or notary public in the foreign country. The same should be duly stamped in India by the concerned Collector of Stamp within 90 days of receiving in India.
12. The Bank Signature/ Photographs of the Assignor and Assignee should be recent one.
13. The Left Thumb Impression (in case of illiterate Male Assignor/ Assignee) and Right Thumb Impression (in case of illiterate Female Assignor/ Assignee) should be attested by the Gazetted Officer/ Oath Commissioner in the document itself. Further the Thumb Impression should be verified by the Bank affixing photograph of the illiterate Assignor/ Assignee.
14. Any Assignor/ Assignee is temporarily incapable of signing the documents should affix his thumb impression in the manner stated as above, however shall submit the Certificate of the MBBS doctor in this regard.
15. The Assignor has to declare his Bank loan Status, if any, against the allotted unit through an Affidavit.
16. In case any of the Original Documents are lost, then the Assignor has to obtain duplicate copy thereof beforehand by submitting copy of the FIR, News Paper Advertisement along with an Affidavit.

Process of Documentation

- You may paste Stamp Paper of adequate value in the format of the Affidavits / Undertaking in this booklet and get the same Crossed-Signed and Notarized, except on Relinquishment DEED and Power of Attorney. Where no Stamp Papers are allowed to be registered.
- The Relinquishment Deed / Power of Attorney should be typed on Non-Judicial Stamp paper of adequate value and the same should be attested by 1st Class Magistrate/ registered as the case may be.
- All Affidavits/ Undertaking should be duly signed & notarized, and Resolution / No Objection Certificate Should be in proper Letter Head.
- Any Formats/ Affidavits not being attached herewith may be asked from the Customer Care Department. For any clarifications, please contact our Help desk at _____ or Email_____.

(Documents Checked By)**(Dealing Person)****Name****Date****Name****Date**

To, _____

Date: _____

Dear Sir,

We the within named Assignor(s) and Assignee(s) hereby submit the following documents and information to the Company for deletion of name with respect to the within named Unit.

FROM ASSIGNOR(S)

- Request Letter for Deletion of name **(As per Format F-1)**;
- Affidavit confirming Deletion of Co-applicant duly notarized **(As per Format F-4)**
- Relinquishment Deed confirming deletion of Co-applicant duly attested by 1st Class Magistrate **(As per Format F-5)**;
- No dues Certificate, original Permission to Mortgage letter and other documents received from Bank/ financial Institution, if loan is taken against the property;
- Signature Verification from the Bank and Three Photographs duly self attested;
- Photocopy of PAN Card, valid ID Proof like Passport, Voter ID card, Driving License, Ration Card with photo etc. duly notarized or self attested;
- Address Proof like- Copy of Electricity/ Water/ Telephone Bill, Rent/ Lease Deed duly notarized or self attested.

FROM ASSIGNEE(S)

- Affidavit confirming Deletion of Co-applicant duly notarized **(As per Format F-8)**;
- Signature Verification from the Bank and Three Photographs duly self attested;
- Photocopy of PAN Card, valid ID Proof like Passport, Voter ID card, Driving License, Ration Card with photo etc. duly notarized or self attested;
- Address Proof like- Copy of Electricity/ Water/ Telephone Bill, Rent/ Lease Deed duly notarized or self attested.

FOLLOWING ADDITIONAL DOCUMENTS FROM ASSIGNOR/ ASSIGNEE

(IN CASE OF COMPANY)

- List of present Directors along with their respective signature duly certified along with recent Form No. 32
- Permanent Account No. of the Directors and Company;
- Certified Copy of Memorandum and Articles of Association.

(IN CASE OF PARTNERSHIP FIRM)

- List of present Partners duly certified;
- Certified Copy of Partnership Deed;
- Registration Certificate of the Firm & Permanent Account No. of the Firm;

(IN CASE OF HUF)

- Certified Copy of list of Co-parceners/ Beneficiaries
- No objection from Co-parceners/ Beneficiaries for assignment of allotment right **(As per Format F-13)**
- Certified Copy of Permanent Account No.

(IN CASE OF PROPRIETARY FIRM)

- Certified Copy of Trader Identification No. (TIN);
- Certified Copy of Sales Tax/ VAT Registration.

IN CASE THE ASSIGNOR/ ASSIGNEE IS ACTING THROUGH POWER OF ATTORNEY

- The Power of Attorney duly executed and registered by Assignor/ Assignee. **(As per Format F-14)**
- The Power of Attorney received from any foreign country, shall be attested by the Indian Embassy or the Consulate General of India in the foreign country or Notary public in the foreign country. The same shall be duly stamped in India by the concerned Collector of Stamp within 90 days of receiving in India.

<p>1.</p> <p>2.</p> <p>3.</p> <p style="text-align: center;">(SIGNATURE OF ASSIGNORS)</p>	<p>1.</p> <p>2.</p> <p>3.</p> <p style="text-align: center;">(SIGNATURE OF ASSIGNEES)</p>
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❖ The aforesaid list of document is inclusive and not exhaustive. The Company may ask for any other additional documents to verify/ scrutinize the genuineness of the Assignor/ Assignee and inter-se dealing.

Dear Sir,

I/We above named Assignor(s) have been allotted the aforesaid Unit in the aforesaid project by the company. Due to personal reasons, I/we wish to endorse/assign my/our _____ % rights and interest whatsoever, pertaining to the said Unit, including payments made in that regard, in favour of my/our abovementioned Assignee(s). It is requested that all my/our rights and interest pertaining to the said Unit may please be endorsed/assigned in favour of the aforesaid Assignee(s). Further, after endorsement of the allotment of the said Unit in favour of my/our Assignee(s), he/she/they shall comply with the terms of allotment and the rules and regulations of the Govt. as may be applicable and shall make all payments falling due to the Company or any other agency as and when demanded by the Company / such agency on any account. Further I/We hereby declare that I/we have availed housing loan on the above said unit from _____ (Name of Financial Institution) and necessary No Objection Certificate (NOC) to endorse the allotment right is enclosed herewith. I/we hereby confirm that I/we shall have no claim whatsoever on the company with regard to the aforesaid unit after it is endorsed/ assigned in the name(s) of the aforesaid assignee(s). I/we have enclosed the documents as per Checklist for your necessary action/ record. Further, I/We the above Assignor(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. If any misrepresentation/ concealment/ suppression of material facts are found to be made by the me/ us, I/we shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.

(Signature of Assignor)	(Signature of Assignor)	(Signature of Assignor)
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Dear Sir,

I/we the aforementioned Assignee(s) do hereby confirm and accept the above endorsement/assignment in my/our favour and give my/ our consent to you to assign the _____ % allotment right & interest in the said unit in my/our favour. I/We, further confirm that I/we have read and understood the terms and conditions of allotment and undertake to abide by all the terms and conditions of the Allotment Letter/Buyers Agreement of the said Project, in respect of the above mentioned Unit. Further, I/We the above Assignor(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/ us, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect. The assignment is subject to the terms and conditions of the Allotment Letter/ Buyer’s Agreement, which shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/We undertake to inform the Company of any change in my/our address or in any other particular/ information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/ us. I/we have enclosed the documents as per Checklist for your necessary action/ record. Further, I/we hereby submit the Allotment Letter/ Buyer Agreement and below mentioned Money Receipts in original duly signed by the Assignor(s) and me/us for your necessary action at your end.

SL. NO.	RECEIPT NO.	DATE	AMOUNT	ENDORSED (YES/ NO)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10.				

(Signature of Assignee)	(Signature of Assignee)	(Signature of Assignee)
--------------------------------	--------------------------------	--------------------------------

WITNESSES:-

I, _____,
 S/W/D OF _____
 resident of _____
 do hereby confirm and certify that the Assignor(s) and Assignee(s) have signed this Request Form and affixed their respective photographs in my presence.

(Stamp/ Seal of the Dealer)

FOR OFFICE USE ONLY

The request of the Assignor(s) as mentioned herein above is hereby recorded in the Company’s record subject to the condition that the aforementioned Assignee(s) shall comply with all the terms and conditions of Allotment Letter/Buyers Agreement.

For _____

(Authorized Signatory)

(Stamp/ Seal of the Company)

Date : _____ Place: _____

(AFFIDAVIT ON Rs.100/- STAMP PAPER TO BE EXECUTED BY THE ASSIGNOR FOR DELETION OF NAME)

AFFIDAVIT

I/We _____ S/D/W of _____
R/o _____,
and _____ S/D/W of _____
R/o _____,

do hereby solemnly affirm and declare as under:

1. That I/We had applied for allotment of a Plot / Flat / Villa / Shop/ SCO (hereinafter referred to as "said Unit") bearing No. _____, Block/ Tower _____ in the Project named as _____ situated at _____ with M/s. _____ Ltd. having its Regd. Office at _____ (hereinafter referred to as the "Company") and the Company has allotted me/ us the said Unit jointly with _____ S/D/W of _____ R/o _____ and _____ S/D/W of _____ R/o _____ (herein after referred to as the Joint Allottee(s)).
2. I/we have out of my own sweet will and free consent agreed to assign my rights, title and claims over the jointly allotted Unit in favour of the Joint Allottee(s) and request you to endorse my/ our undivided share being _____% in the allotment of the said Unit in favour of the said Joint Allottee.
3. I/ we hereby relinquish, give up and renounce all my/ our rights, title, claims and interests whatsoever in respect of the money paid to the Company and in respect of the aforesaid undivided share in the said Unit. My/ Our legal heirs, successors, survivors, executors, administrators and assigns shall hereinafter neither have any rights, title or interest in respect of the aforesaid undivided share in the said Unit, nor in the part consideration amount paid by the Joint Allottee to the Company. The Joint Allottee shall hereinafter be the sole allottee of the said Plot/ Flat/ Villa/ Shop, and the Joint Allottee shall complete the remaining part of the transaction including making payment of dues and receiving refund, if any, pertaining to the said Plot/ Flat/ Villa/ Shop.
4. I/ we hereby authorise the Company to delete my/ our name as one of the allottee of the said Unit and to consider the Joint Allottee(s) as the sole allottee of the said Unit and to execute and complete the sale deed of the said Unit in favour of the Joint Allottee(s) and further agree not to make any claim in respect of the aforesaid undivided share in the said Unit or the consideration amount paid to the Company in respect of the said Unit.

✕

DEPONENT

VERIFICATION:

Verified at _____ on this _____ day of _____ that the contents of Para 1 to 4 of above affidavit are true to the best of my knowledge and belief and nothing material has been concealed therefrom.

✕

DEPONENT

(TO BE EXECUTED BY THE ASSIGNOR FOR DELETION OF NAME)

[NO PASTING OF STAMP PAPER IS ALLOWED]

[THE MATTER HAS TO BE TYPED IN NON-JUDICIAL STAMP PAPER OF RS. 100/- AND THE SAME SHOULD BE DULY REGISTERED AND ATTESTED BY 1ST CLASS MAGISTRATE]

RELINQUISHMENT DEED

DRAFT ONLY

THIS DEED OF RELINQUISHMENT is made on this _____ day of _____, by _____, S/D/W of _____, resident of _____, (hereinafter called "**the Promissor**", which term shall unless excluded by the context or by law include his/her/their respective legal heirs, successors, survivors, executors, administrators and assigns) **IN FAVOUR** of _____, S/D/W of _____, resident of _____, (hereinafter called "**the Promissee**", which term shall unless excluded by the context or by law include his/ her/ their legal heirs, successors, survivors, executors, administrators and assigns).

WHEREAS the Promissor alongwith the Promissee had jointly applied to purchase **AND** M/s. _____ having its office at _____ (hereinafter referred to as "the Company") had allotted Plot/ Flat/ Villa/ Shop/ SCO No. _____ admeasuring approx. _____ in " _____ " situated at _____ (hereinafter referred to as said "Unit").

AND WHEREAS the Promissor alongwith the Promissee had paid Rs. _____/- (Rupees _____ only) to the Company towards the part consideration of the sale price of the said Unit, which was their self acquired money in which nobody else whosoever had any right, title or interest whatsoever.

AND WHEREAS, the Promissor out of his/ her own sweet will and free consent, in respect of his/ her undivided right in the said Unit has absolutely relinquished all his/ her rights, shares and interest created in the said Unit and has requested the Company, that the Promissee be the sole allottee of the said Unit and sale deed be executed and completed in favour of the Promissee, who has no objection to such relinquishment in his/ her favour.

AND WHEREAS by this relinquishment the Promissee shall become the sole allottee of the aforesaid Unit, who has no objection to the said relinquishment by the Promissor in his/ her favour.

AND WHEREAS, the said Promissor has requested the Company that the sale deed for the said Unit be executed and completed in due course in favour of the said Promissee and in whose favour the Promissor have relinquished his/ her undivided right in respect of the said Unit.

AND WHEREAS the Promissor have further assured and undertaken to the Company that neither himself nor any of his/her legal heirs, successors, survivors, executors, administrators and assigns shall hereinafter have or ever make any claim in respect of the undivided share being 50% in the said Unit or in the consideration amount paid to the Company in respect of the said Unit.

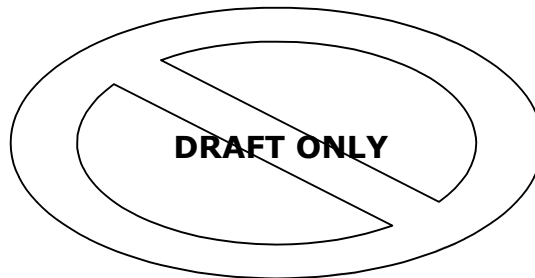
AND WHEREAS believing upon the representation and assurances made by the Promissor, the Company has agreed to accept the request of the Promissor to execute and complete the sale deed of the said Unit in favour of the said Promissee.

NOW, THEREFORE, THIS RELINQUISHMENT DEED WITNESSETH AS UNDER:

1. **THAT** the said Promissor hereby relinquishes, gives up and renounces all his/ her rights, title, claims and interests whatsoever in respect of the money paid to the Company and in respect of the undivided right in the Plot/ Flat/ Villa/ Shop/ SCO No. ____ admeasuring approx. _____ sq. ft. in " _____ " at _____, in favour of the Promissee.
2. **THAT** the Promissor or his/ her legal heirs, successors, survivors, executors, administrators and assigns shall hereinafter neither have any rights, title or interest in respect of the undivided share being 50% in the said Unit, nor in the part consideration amount paid by the Promissor to the Company.
3. **THAT** the Promissee shall hereinafter be the sole allottee of the said Unit, who has no objection to the said relinquishment by the Promissor in his/ her favour.
4. **THAT** the Promissee shall complete the remaining part of the transaction including making payment of dues and receiving refund, if any, pertaining to the said Unit.
5. **THAT** the Promissor hereby authorises the Company to delete his/ her name as one of the allottee of the said Unit and to consider the Promissee as the sole allottee of the said Unit and to execute and complete the sale deed of the said Unit in favour of the Promissee and further agrees not to make any claim in respect of the undivided right in the said Unit or the consideration amount paid to the Company in respect of the said Unit any time herein after.

IN WITNESS WHEREOF the Promissor hereto has set and subscribed his/ her hands the day, month and the year first hereinabove written in the presence of the following witnesses:

(_____)
PROMISSOR



(Relinquishment accepted)

WITNESSES:

1.

(PROMISSEE)

2.

**(INDEMNITY BOND ON Rs.100/- STAMP PAPER BY THE ASSIGNEE
IN CEASE OF DELETION OF NAME)**

INDEMNITY BOND

THIS INDEMNITY BOND is made at New Delhi on this _____ day of _____,

BY

_____ S/D/W of _____

R/o _____, and

_____ S/D/W of _____

R/o _____,

(hereinafter referred to as the "**Executant(s)**")

IN FAVOUR OF

M/S _____ **LIMITED**, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ (hereinafter referred to as the "Company").

WHEREAS the Executant(s) alongwith _____ S/D/W of

_____ R/o _____

and _____ S/D/W of _____

R/o _____

(herein after referred to as said "Joint Allottee(s)") had been jointly allotted Plot/ Flat/ Shop/ Villa/ SCO bearing no. _____ admeasuring approx. _____ sq. ft./ Sq. mtr. in "_____"

situated at _____ (hereinafter referred to as the "said Unit") by the said Company.

AND WHEREAS, the Executant(s) alongwith the said Joint Allottee(s) had paid Rs. _____/- (Rupees _____ Only) to the Company towards the part consideration of the sale price of the said Unit, which was their self acquired money in which nobody else whatsoever had any right, title or interest whatsoever.



.....(F8)

AND WHEREAS, the said Joint Allottee(s) out of his/ her own sweet will and free consent vide Relinquishment Deed dated _____ has relinquished his/ her ____% undivided share in respect of his/ her rights, shares and interest created in the said Unit and has requested the Company, that the Executant(s) be the sole Allottee(s) of the said Unit and sale deed of the said Unit be executed and completed in due course of time in favour of the Executant(s), who has no objection to such relinquishment in his/ her favour.

AND WHEREAS, the balance sale price of the said Unit is yet to be paid to the Company and no sale deed was executed in favour of the Executant(s) alongwith the said Joint Allottee(s), therefore, no title, right and interest in the said Unit has been acquired.

AND WHEREAS the Executant(s) hereby agrees to pay the balance Sales Consideration and other changes in respect of the said Unit to the Company and further agrees to adhere to the terms and conditions of the Allotment of said Unit as enumerated in the Allotment Letter/ Agreement executed / to be executed by the Company.

AND WHEREAS the Company, believing the aforesaid representation and assurances given to it, has agreed to treat the Executant(s) as the sole Allottee(s) of the said Unit and has agreed to execute the Sale Deed in respect of the said Unit in favour of the Executant(s) in due course of time after payment of entire consideration amount of the said Unit by the Executant(s) to the Company on basis of this indemnity furnished in favour of the Company by the Executant(s).

NOW, THEREFORE, THIS DEED OF INDEMNITY WITNESSES that in consideration of the Company's acceptance of the representations made and assurances given as above and the Company's willingness to treat the Executant(s) as the sole Allottee(s) of the said Unit, the Executant(s) hereby agrees and undertakes to indemnify the Company against any and every loss and damage, which the Company may at any time suffer consequent to its allotment and getting the sale deed registered in favour of the Executant(s) and if the remaining legal heirs of the said Joint Allottee(s) or anybody else whosoever make any claim or claims for any right, title or interest in respect of amount of price paid to the Company or the allotment of the said Unit, the Executant(s) undertakes to indemnify the Company for all losses, costs and expenses it may incur in defending any such claim of action.

That the Executant(s) further undertakes to indemnify the Company against all losses, damages, costs, expenses, claims or actions which the Company may at any time suffer consequent upon its relying upon facts stated above and subsequent allotment of said Unit in favour of the Executant(s). The Executant(s) shall also be criminally liable, if the facts given above are found incorrect in any particulars.

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EXECUTANT(S)

WITNESS:

1) Name:
Address:

2) Name:
Address:

(TO BE EXECUTED BY THE ASSIGNOR/ ASSIGNEE)

[NO PASTING OF STAMP PAPER IS ALLOWED]

[THE MATTER HAS TO BE TYPED IN NON-JUDICIAL STAMP PAPER OF RS. 100/- AND THE SAME SHOULD BE DULY REGISTERED BY THE REGISTERING AUTHORITY]

THE POWER OF ATTORNEY FROM ANY FOREIGN COUNTRY SHOULD BE IN A PLAIN PAPER AND IT SHOULD BE ATTESTED BY THE INDIAN EMBASSY OR THE CONSULATE GENERAL OF INDIA IN THE FOREIGN COUNTRY OR NOTARY PUBLIC IN THE FOREIGN COUNTRY. THE SAME SHALL BE DULY STAMPED IN INDIA BY THE CONCERNED COLLECTOR OF STAMP WITHIN 90 DAYS OF RECEIVING IN INDIA.

POWER OF ATTORNEY

DRAFT ONLY

KNOW ALL MEN by this POWER OF ATTORNEY, that I, _____,
S/o _____ presently residing at _____
_____, (hereinafter referred to as EXECUTANT) do hereby appoint, nominate
and constitute Shri _____ S/o _____
R/o _____ as my lawful Attorney and to do the following
acts, deeds and things for and on my behalf:

1. To, purchase, book, register for allotment, take assignment of allotment right, take on lease or mortgage or otherwise acquire and hold any movable or immovable properties through any individual owner/ allottee or from any developer as may be thought proper and expedient on my behalf and to pay necessary cost, taxes, out going charges, expenses and dues in respect of the property purchased.
2. To assign the allotment right, negotiate and settle the sale consideration, payment terms and conditions, sign the assignment / endorsement form, affidavit, undertakings, indemnity bonds etc. for and on my behalf in respect of my/ our movable or immovable properties with the assignor / seller / developer.
3. To take actual physical and vacant possession of the allotted / assigned / purchased property from the assignor / seller / developer or his / her duly authorised representative.
4. To apply for the Electricity / Water Connection in my name and to pay the actual charges for the same.
5. To execute the maintenance agreement with the Developer / nominee and pay the maintenance and other charges for the property.
6. To sell, transfer, assign any property, right, title or interest in any allotment or right of allotment to such person(s) on such terms and conditions as my said Attorney may deem fit and to negotiate / settle the sale consideration, payment terms and conditions and to collect / receive sale proceeds/ consideration thereof, and to issue receipts for such payments etc. to the Purchaser/Assignee or its duly authorised agent for the said sale / transfer / assignment.

7. To pay the stamp duty and necessary registration / legal charges and to present himself on my behalf before the Registrar / Sub Registrar for registration and to sign the conveyance deed and other documents on my behalf.
8. To execute, to become party to and if necessary to cause to be registered all instruments, deeds, agreements, contracts, receipts and other documents for me and on my behalf.
9. To commence, institute, file, carry on, continue, prosecute, defend, answer or oppose all actions, suits, writ petitions or other legal proceedings and demand and to appear in any court of Justice in any actions or other proceedings which may be instituted by and/or against me and in the said actions or proceedings to prosecute or discontinue or to become nominated therein or suffer judgement to go against me as the Attorney shall be advised or as he may think proper.
10. To appoint any advocate, solicitor, chartered accountants, pleader or any other legal or income tax practitioners.

AND GENERALLY to do all other things, deeds etc. with regard to the purposes aforesaid for me and on my behalf.

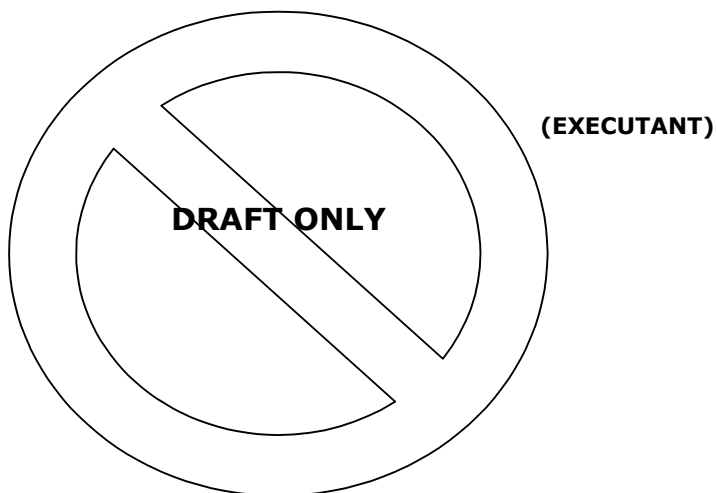
AND I do hereby agree to ratify and confirm whatever and all acts, deeds and things done by the said Attorney Holder with regard to the above which shall be construed as acts, deeds and things done by me for all intents and purposes as if I was personally present. I further hereby confirm that any person relying upon this Power of Attorney shall be protected by the representation made herein and the authorities given by me to the said Attorney Holder and I shall not challenge or call in question, any act done by the said Attorney Holder jointly or severally for me and on behalf of me and the same shall be binding upon me.

IN WITNESS WHEREOF I, the said _____ have hereto set and subscribed my hand at _____ on this ___ day of _____ in the presence of following:

Witnesses:

1. Name: _____
Address: _____

2. Name: _____
Address: _____



(AFFIDAVIT ON Rs.100/- STAMP PAPER BY THE ASSIGNEE)

AFFIDAVIT CUM INDEMNITY

I/we _____ S/D/W of _____
R/o _____,
and _____ S/D/W of _____
R/o _____,

do hereby solemnly affirm and declare as under:

1. That I/we am/are the nominee/ assignee of _____
S/D/W of _____ R/o _____
_____, and _____
S/D/W of _____ R/o _____
_____ [hereinafter referred to as the "Allottee(s)"] with regard to allotment of Plot/ Flat/ Villa/ Shop/ SCO (hereinafter referred to as "said Unit") bearing No. _____, Block/ Tower _____ in the Project named as _____ situated at _____ with M/s. _____ Ltd. having its Regd. Office at _____ (hereinafter referred to as the "Company").

2. That I/we have physically inspected the Project and aware about the development/ construction status of the said project vis-à-vis said Unit before requesting the Company for assignment of allotment right in my/our favour. Further, I/we am/are aware about the specifications and raw material used for development/ construction of the said Unit and facilities to be provided in the said project by the Company and shall not create any dispute about the same upon assignment of allotment right of the said Unit in my/our favour. Further, I/we agree that the particulars of the said Unit as on the date of assignment are as follows:
 - (a) Plot/Flat/Villa/shop bearing No. _____ on _____ Floor, _____ Tower/Block in the said project admeasuring super area/land area of _____ sq. ft./ sq. yd.
 - (b) No. of parking space: _____ Nos.
 - (c) No. of storage space: _____ Nos.
 - (d) Preferential Location: _____

3. That before requesting the Company for assignment of allotment right in my/our favour, I/we have inspected from the office of the Company the existing original/ revised sanctioned lay out plan, building plan and other approvals and permissions obtained by the Company and aware about the changes in building plan, lay out, parking area, general amenities, facilities, specifications etc. in the said Project vis-à-vis said unit and hereby agree to the changes done so far in the said Project/ said Unit. I/we further give my/our tacit consent to any future changes in the plan/ specification in the project/ Unit in terms of the concerned Apartment Act and further undertake not to create any dispute with the Company with respect to changes in plan/ specifications already done or to be done in future in the said Project/ Unit.

4. That I/we hereby understand and agree that the allotment of said Unit is provisional and the Company may re-allot/ relocate the said Unit and may make such variations, additions, alterations etc. therein as it may in its sole discretion consider proper for the Project or as may be required by the Govt. Agencies or the Architect of the Project. The necessary changes/ alterations may involve change in position, location, orientation, number, dimensions, area etc. of the said Unit.
5. That notwithstanding anything contained in the Application Form/ Agreement/ Allotment Letter dated _____, which has been agreed and executed by my/ our Assignor(s), I/we hereby agree and undertake that after assignment of allotment right of the said Unit in my/our favour, in case of increase in the allotted area of the said Unit, I/we shall pay for the initial 10% of increase in area of the said Unit at prevailing market rate as on the date of assignment or prevailing Company's rate, whichever is higher, i.e., Rs. _____ per sq. ft per super area or per sq. yard and shall pay for balance increased area at the then prevailing market rate or Company's rate, whichever is higher. In addition to the above, I/we hereby agree to pay for increase in the Additional Cost due to increase in area and/or due change in location of the area. In case of decrease of the allotted area of the said Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded/ adjusted (as the case may be) by the Company.
6. That I/we hereby understand and agree that based upon my/ our aforesaid representations and assurances, the Company shall proceed to endorse the allotment right of the said Unit in my/ our favour and in case I/we raise any dispute at later date with regard to change in plan, specifications, development/ construction status of the said project/ unit, then the Company shall have the right to cancel the allotment of the said Unit. Further, in case said Allottee(s) raises any objection against the endorsement subsequently on any ground whatsoever, I/we shall be liable for the consequences and undertake to indemnify the said Company for all or any losses resulting to the said Company for endorsing the allotment of the said Unit in my/our name on my/our aforesaid representations.
7. That I/we hereby clearly agree and understand that the development/ construction period of the said Unit as stated in the Allotment Letter/ Agreement shall be reckoned with effect from the date of endorsement of allotment right in my/ our favour and I/ we shall not claim for compensation for any delay in offer of possession of the said Unit by the Company. Further, I/we undertake to comply with the terms of allotment and the Rules and regulations of the Government as may be applicable and shall make all payments falling due to the Company or any other agency as and when demanded by the Company/ such agency on any account.

DEPONENT(S)

VERIFICATION:

Verified at _____ on this ____ day of _____ 20____ that the contents of Para 1 to 7 of above Affidavit cum Undertaking are true to the best of my/our knowledge and belief and nothing material has been concealed there from.

DEPONENT(S)

DECLARATION

To _____

Date: _____

**Reg: My/ our request for deletion of name in respect of Plot/ Flat/ Villa/ Shop/ SCO
No. _____, Block/ Tower in _____ project situated at
_____.**

Dear Sir,

This has reference to the captioned matter; I/we have submitted the documents marked in the request letter for the aforementioned purpose:

I/We confirm that I/we have verified the antecedent of the proposed Assignor and state that the aforesaid documents are genuine and authentic and I/we state that the aforesaid documents are submitted for scrutiny by your Company. In case of any discrepancies found in the documents, I/we hereby undertake to rectify the discrepancies or to furnish additional documents within a period of 7 days thereof.

I/we further confirm that the documents/ signature of the Assignor is verified by me and found to be genuine and not being forged. I/ we shall not hold the Company liable for any claim/ action based on the documents representation furnished by me/us.

I/we understand that deletion of name or assignment of the allotment right/ addition of name as aforesaid in my/our favour is entirely at the discretion of the company, who may refuse the same without assigning any reason therefor. Further I/we understand that mere submission of aforesaid documents and/or payment of Administrative Cost by me/us does not entitle me/us to have the allotment right of the proposed assignor in my/our favour and the Company may process my/ our request only upon receipt of all the requisite documents and rectification of discrepancies in the documents by me/us. In case of inability/ delay on my/our part in doing so, the Company has absolute right to refuse/ deny my request and to refund the administrative charges without any interest thereon. The Company shall in no way be responsible for my/our any losses, claims, damages etc. in this regard.

Thanking you,

Yours truly,

Name of the Assignee :

Address :

Contact No. :

Acknowledgement

We acknowledge the receipt of aforesaid documents from Mr. _____ for scrutiny purpose on dated _____. It is clarified that mere acknowledgement of documents/ Administrative Cost does not bestow upon the assignee the allotment right of the assignor in respect of the aforesaid unit and the same will happen after due scrutiny and appraisal of documents. If all the documents are found in order the approval on the endorsement shall be conveyed to the assignee on dated _____.

for _____

(Authorised Signatory)

Dt. _____