

**BOOKLET**  
**FOR**  
**ASSIGNMENT OF ALLOTMENT RIGHT**

**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 1<sup>st</sup> 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 assignment of allotment right with respect to the within named Unit.

**FROM ASSIGNOR(S)**

- Request Letter for Assignment of allotment right (**As per Format F-1, To be Submitted in Triplicate**);
- Affidavit confirming assignment duly notarized (**As per Format F-2**);
- Buyers' Agreement/ Allotment Letter, all original Money Receipts Possession Certificate (if any) for Assignment;
- 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 cum Indemnity confirming assignment duly notarized (**As per Format F-6**);
- 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)**

- Certified Copy of Board Resolution to sign and execute the endorsement papers (**As per Format F-9 & F-10**);
- 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)**

- Authority Letter from other partners, authorizing the signatory to sign documents (**As per Format F-11 & F-12**);
- 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;"><b>(SIGNATURE OF ASSIGNORS)</b></p>	<p>1.</p> <p>2.</p> <p>3.</p> <p style="text-align: center;"><b>(SIGNATURE OF ASSIGNEES)</b></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.

<b>(Signature of Assignor)</b>	<b>(Signature of Assignor)</b>	<b>(Signature of Assignor)</b>
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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.				

<b>(Signature of Assignee)</b>	<b>(Signature of Assignee)</b>	<b>(Signature of Assignee)</b>
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**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 BY THE ASSIGNOR FOR ENDORSEMENT/ ASSIGNMENT IN FAVOUR OF ASSIGNEE)**

**AFFIDAVIT CUM UNDERTAKING**

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 my/our Permanent Account No. is \_\_\_\_\_ & \_\_\_\_\_ and I/we am/are regularly assessed to tax/ not assessed to tax.
2. 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.
3. That I/we have out of my/our own consent and sweet will assign the aforesaid allotment and have relinquished all my/our rights, titles and claims whatsoever in favour of my Assignee(s) \_\_\_\_\_ S/W/D of \_\_\_\_\_ Resident of \_\_\_\_\_ and \_\_\_\_\_ S/W/D of \_\_\_\_\_ Resident of \_\_\_\_\_ (herein after referred to as the "Assignee(s)") and shall have no claim over the aforesaid allotment/ unit or against the Company hereinafter.
4. That I/we have settled and completed the transaction of assignment of aforesaid unit with the aforesaid assignee and undertake not to backtrack / withdraw such assignment once the request for assignment is made to the Company.
5. That I/we hereby confirm that I/we have seen and understood the tentative plans, designs, and specifications of the said Unit to be assigned to the said Assignee(s) and have informed my Assignee(s) 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. I/we further confirm that in case of increase/ decrease in the area of the said unit; there will be no additional payment/ refund of the administrative cost, if any, paid to the Company with regard to assignment of allotment right.

6. That I/ we have booked the said Unit of the Company through my/ our Broker \_\_\_\_\_ and have informed my Assignee(s) that in the event of applying for cancellation of booking of said Unit or transfer/ refund of booking amount from the Company, the Assignee(s) shall have to obtain necessary "No objection Certificate" from such Broker and submit same to the Company for processing of cancellation/ transfer/ refund etc., failing which the brokerage/ commission so paid by the Company to such Broker shall be deducted by the Company from the refundable/ transferable amount as per terms of the allotment.
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 assignment of allotment right in the said Unit in favour of my/ our Assignee(s) and my such assignee(s) shall not claim for compensation for any delay in offer of possession of the said Unit by the Company.
8. I/we have verified and confirm that the I/we have complied with all the relevant statutory compliances under relevant provisions with respect to purchase, holding and assignment of aforesaid Unit as per law of the land. If the claim of the Assignee(s) towards the allotment of the said Unit after its endorsement in his/her/their favour by the Company is held to be paramount to my/our claim, I/we will not hold the Company liable / responsible in any manner and settle my/our accounts with the said Assignee(s) on my/our own keeping the Company out of any litigation, loss or damages.
9. That after assignment of allotment right in 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 and in case the said Assignee(s) raises any objection against the assignment subsequently due to any of my/ our misrepresentations or 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 favour of my/our Assignee(s).
10. That I/ we assure the said Company that neither I/we nor anybody else claiming through me/ us, shall make any claim against the said Company for registration of said Unit in favour my/our Assignee(s) and I/ we bind myself/ ourselves to deal with any such claims on my/ our own and keep the said Company absolved of any liability in this regard.
11. That I/we state that neither I/we nor anybody claiming through me/us have filed any legal suit/ complaints/ petitions etc. against the company for any matter relating to the said unit before any Court, Forum, Police and any other Govt. authorities and no dispute is pending against the Company.
12. That in case the Company/ nominee(s) suffers any loss, damage or claim, consequent to its endorsing/ assigning my/our rights and interest in the said Unit in favour of aforesaid Assignee(s) based on my aforesaid representation/ documentation, I/ we undertake to indemnify and keep indemnified the said Company and its staff and employees and the said nominee(s) to the extent of such loss, damage or claim.

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**DEPONENT(S)**

**VERIFICATION:**

Verified at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ that the contents of Para 1 to 12 of above Affidavit cum Undertaking are true to the best of my/our knowledge & belief and nothing material has been concealed.

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**DEPONENT(S)**

**(AFFIDAVIT ON Rs.100/- STAMP PAPER BY THE ASSIGNEE FOR ENDORSEMENT/ ASSIGNMENT)**

**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 my/our Permanent Account No. is \_\_\_\_\_ & \_\_\_\_\_ and I/we am/are regularly assessed to tax/ not assessed to tax.
2. 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")
3. That the said Allottee(s) has/ have assigned his/their rights in the allotment of the said unit in my/our favour and have requested the said Company to endorse the allotment in my/our favour as per procedure of the Company.
4. That my/ our aforesaid Assignor(s) have already paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) to the Company against the consideration of the said Unit and a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) is still due and outstanding as per the Payment Plan opted by the said Assignor(s) and I/we hereby agree that I/ we my/our aforesaid Assignee(s) shall pay the aforesaid due and outstanding amount from his/ her own source and the Company shall issue money receipts in the name of my/ our Assignee(s).
5. That I/we have settled and paid all dues and payments to the said allottee(s) and nothing remains to be paid or done by me/us and hence I/we request the Company to execute the endorsement of the said Unit in my/our favour and execute the sale deed for the said Unit on my/our compliance of the requisite formalities including payments, if any.
6. That I/we have checked and verified the antecedents of the Allottee(s) and am/are satisfied that the request for Endorsement/ Assignment in my/our favour is/are made by the proper allottee(s) and the Assignment/ Endorsement Form is correct in all respect and necessary compliances have been done.
7. That I/we hereby confirm that before applying for record of assignment of allotment right of the said Allottee in the said unit in my/ our favour, I/we have seen and understood the tentative plans, designs, and specifications of the said Unit and hereby 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. I/we further agree that in case of increase/ decrease in the area of the said unit; there will be no additional payment/ refund of the administrative cost, if any, paid to the Company with regard to assignment of allotment right.





8. That I/we have sufficient knowledge that the Allottee(s) has booked the said Unit of the Company through the Broker \_\_\_\_\_ and in the event of applying for cancellation of booking of said Unit or transfer/ refund of booking amount from the Company, I/we shall have to obtain necessary "No objection Certificate" from such Broker and submit same to the Company for processing of cancellation/ transfer/ refund etc., failing which I/we hereby agree that the brokerage/ commission so paid by the Company to such Broker shall be deducted by the Company from the refundable/ transferable amount as per terms of the allotment.
9. That before requesting for assignment of allotment right in my/our favour, I/we have physically inspected the projects and aware about the development status of the said Project vis-a vis the said Unit. 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.
10. That I/we have checked/ verified the Specifications of the said Unit and facilities of the Project from my Assignor and after satisfying myself/ ourselves about the same have agreed for the assignment of allotment right of the said Unit in my/ our favour. I/we further undertake not to claim for any additional specification in the said Unit and/ or additional facilities in the said Project.
11. I/we have verified and confirm that I/we have complied with all the relevant statutory compliances under relevant provisions with respect to assignment, holding and sale of aforesaid Unit as per law of the land and entered into this assignment willfully after satisfying myself/ ourselves about the rights of the Assignor(s) and legality of the assignment and transaction.
12. That in case the 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.
13. That if the claim of the Allottee(s) towards the allotment of the said Unit after its endorsement in my/our favour by the Company is held to be paramount to my/our claim, I/we will not hold the Company liable / responsible in any manner and surrender the said Unit in favour of the said allottee(s) and settle my/our accounts with the said allottee(s) on my/our own keeping the Company out of any litigation, loss or damages.
14. That after endorsement of the allotment of the said Unit in my/our favour, I/we undertake to 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.

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**DEPONENT(S)**

**VERIFICATION:**

Verified at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ that the contents of Para 1 to 12 of above Affidavit cum Undertaking are true to the best of my/our knowledge and belief and nothing material has been concealed therefrom.

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**DEPONENT(S)**

**(TO BE TYPED IN THE LETTERHEAD OF THE ASSIGNOR COMPANY)**

**CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED BY BOARD OF DIRECTORS OF THE COMPANY IN THEIR MEETING HELD ON \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ AT \_\_\_\_\_ A. M./ P. M.**

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**"RESOLVED THAT** consent of the Board of Directors be and is hereby accorded to assign its allotment right in respect of Plot/ Flat/ Villa/ Shop/ SCO No. \_\_\_\_\_, Block/ Tower \_\_\_\_\_ in \_\_\_\_\_ project situated at \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. ft. (\_\_\_\_\_ Sq. mts) booked by the Company with M/s. \_\_\_\_\_ Ltd., having its Registered Office at \_\_\_\_\_ in favour of Mr. \_\_\_\_\_ S/o \_\_\_\_\_, R/o \_\_\_\_\_.

**RESOLVED FURTHER THAT** Mr./ Ms. \_\_\_\_\_, \_\_\_\_\_ (Designation) of the Company be and is hereby authorised to sign and execute necessary endorsement form, affidavits, undertakings, other documents & papers etc. in respect of assignment/ endorsement of aforesaid Plot/ Flat/ Villa/ Shop and to do all such acts, deeds and things which may be necessary in this regard."

**Certified to be True Copy**

For M/s. \_\_\_\_\_

**DIRECTOR  
(NAME)**

Signature of Mr./ Ms. \_\_\_\_\_

**Signature Attested**

**DIRECTOR  
(NAME)**

**(TO BE TYPED IN THE LETTERHEAD OF THE ASSIGNEE COMPANY)**

**CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED BY BOARD OF DIRECTORS OF THE COMPANY IN THEIR MEETING HELD ON \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ AT \_\_\_\_\_ A. M./ P. M.**

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**“RESOLVED THAT** consent of the Board of Directors be and is hereby accorded to have the assignment of allotment right in the name of the Company in respect of Plot/ Flat/ Villa/ Shop/ SCO No. \_\_\_\_\_ in \_\_\_\_\_ project situated at \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. ft. (\_\_\_\_\_ Sq. mts) developed by M/s. \_\_\_\_\_ Ltd., having its Registered Office at \_\_\_\_\_ from the present Allottee(s) Mr. \_\_\_\_\_ S/o \_\_\_\_\_, R/o \_\_\_\_\_

**RESOLVED FURTHER THAT** Mr./ Ms. \_\_\_\_\_, \_\_\_\_\_ (Designation) of the Company be and is hereby authorised to sign and execute necessary endorsement form, affidavits, undertakings, other documents & papers etc. in respect of assignment/ endorsement of aforesaid Plot/ Flat/ Villa/ Shop and to do all such acts, deeds and things which may be necessary in this regard.”

**Certified to be True Copy**

For M/s. \_\_\_\_\_

**DIRECTOR  
(NAME)**

Signature of Mr./ Ms. \_\_\_\_\_

**Signature Attested**

**DIRECTOR  
(NAME)**

**(TO BE TYPED BY THE ASSIGNOR PARTNERSHIP FIRM IN ITS LETTERHEAD)**

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

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reg.: Request for Assignment of Allotment Right**

Dear Sir,

Referring to the captioned matter, we would like to inform you that, we have been allotted a Plot/ Flat/ Villa/ Shop/ SCO No. \_\_\_\_\_ in \_\_\_\_\_ project situated at \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. ft. (\_\_\_\_\_ Sq. mts) (hereinafter referred to as the "said Unit") by the Company. We would like to request you to assign the right of the Partnership Firm in respect of the aforesaid property in favour of the following assignee(s):

1. Mr. \_\_\_\_\_ S/W/D of \_\_\_\_\_,  
R/o \_\_\_\_\_
2. Mr. \_\_\_\_\_ S/W/D of \_\_\_\_\_,  
R/o \_\_\_\_\_

We, therefore, request the Company to endorse the allotment letter/ agreement and payment receipts in respect of the aforesaid Unit in favour of the aforesaid Assignee(s) in due course of time.

Further, we the remaining partners of the Partnership firm hereby authorize Mr./ Ms. \_\_\_\_\_ (Partner) to sign and execute necessary Request Letter, Affidavits, Undertakings, other documents & papers etc. in respect of assignment allotment right of the aforesaid Unit for and on behalf of the Partnership Firm and to do all such acts, deeds and things which may be necessary in this regard.

Thanking You

for \_\_\_\_\_

**(Name)**  
**PARTNER**

**(Name)**  
**PARTNER**

**(Name)**  
**PARTNER**

**(TO BE TYPED BY THE ASSIGNEE PARTNERSHIP FIRM IN ITS LETTERHEAD)**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reg.: Request for Assignment of Allotment Right**

Dear Sir,

Referring to the captioned matter, we wish to have the assignment of allotment right in the name of our Partnership Firm in respect of Plot/ Flat/ Villa/ Shop/ SCO No. \_\_\_\_\_ in \_\_\_\_\_ project situated at \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. ft. (\_\_\_\_\_ Sq. mts) (hereinafter referred to as the "said Unit") to be developed by the Company from the following Allottee(s):

1. Mr. \_\_\_\_\_ S/W/D of \_\_\_\_\_,  
R/o \_\_\_\_\_
  
2. Mr. \_\_\_\_\_ S/W/D of \_\_\_\_\_,  
R/o \_\_\_\_\_

We, therefore, request the Company to assign the allotment right the aforesaid property in the name of the Partnership Firm. Further, we the remaining partners of the Partnership firm hereby authorize Mr./ Ms. \_\_\_\_\_ (Partner) to sign and execute necessary endorsement form, affidavits, undertakings, other documents & papers etc. in respect of assignment/ endorsement of aforesaid Plot/ Flat/ Villa/ Shop for and on behalf of the Partnership Firm and to do all such acts, deeds and things which may be necessary in this regard.

Thanking You

for \_\_\_\_\_

**(Name)**  
**PARTNER**

**(Name)**  
**PARTNER**

**(Name)**  
**PARTNER**

**(TO BE TYPED BY THE ASSIGNOR PARTNERSHIP HUF IN ITS LETTERHEAD)**

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

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reg.: Request for Assignment of Allotment Right**

Dear Sir,

Referring to the captioned matter, we the coparcener(s) of \_\_\_\_\_ HUF, would like to inform you that, the HUF has been allotted a Plot/ Flat/ Villa/ Shop/ SCO No. \_\_\_\_\_ in \_\_\_\_\_ project situated at \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. ft. (\_\_\_\_\_ Sq. mts) by the Company. We have no objection, if the allotment right of the aforesaid Property is assigned by \_\_\_\_\_ (HUF) through its Karta Mr. \_\_\_\_\_ in favour of the following assignee(s):

1. Mr. \_\_\_\_\_ S/W/D of \_\_\_\_\_,  
R/o \_\_\_\_\_
2. Mr. \_\_\_\_\_ S/W/D of \_\_\_\_\_,  
R/o \_\_\_\_\_

We, therefore, request the Company to endorse the Allotment Letter/ Agreement and Payment Receipts in respect of the in favour of the aforesaid assignee(s) in due course of time.

Further, we the below mentioned coparceners hereby authorize the Karta of HUF to sign and execute necessary Request Letter, Affidavits, Undertakings, other documents & papers etc. in respect of assignment/ endorsement of aforesaid Plot/ Flat/ Villa/ Shop for and on behalf of the Partnership Firm and to do all such acts, deeds and things which may be necessary in this regard.

Thanking You

for \_\_\_\_\_

**(Name)**  
**COPARCENER**

**(Name)**  
**COPARCENER**

**(Name)**  
**COPARCENER**

**(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.

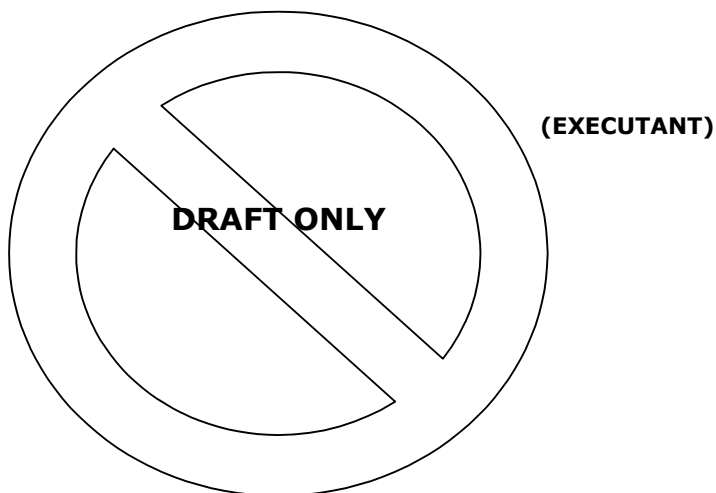
**AND GENERALLY** to do all other things, deeds etc. with regard to the purposes aforesaid for me and on my behalf.

**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 assignment of allotment right 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. \_\_\_\_\_