**ASSIGNMENT OF REAL ESTATE CONTRACT**

SubjectProperty:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Legal Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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This agreement is made between Your Company (ASSIGNOR) and Investor X (ASSIGNEE) regarding purchase of above referenced SUBJECT PROPERTY.

Whereas Your Company (BUYER)\_\_ has entered into a Purchase and Sales Agreement with \_\_\_\_\_\_\_\_\_\_ (SELLER)\_\_ for the purchase of SUBJECT PROPERTY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and whereas BUYER wishes to assign its rights, interests and obligations in the Purchase and Sales Agreement, it is hereby agreed between ASSIGNOR and ASSIGNEE as follows:

1. ASSIGNEE shall pay ASSIGNOR a NON-REFUNDABLE assignment fee of Rs. 60,000 (payable Rs. 30,000 with signing of contract and balance at close).

2. Assignee’s inspection period shall expire upon execution of this Assignment. ASSIGNEE accepts all terms and conditions of the contract for Sale and Purchase between BUYER and SELLER in its entirety.

3. ASSIGNEE acknowledges receipt of legible copies of the  original Contract for Sale and Purchase in its entirety including all Addendums associated with this transaction.

4. Additional terms and conditions of this Assignment are as follows: This assignment contract is non-assignable without the express written consent of the ASSIGNOR. No changes to the Purchase Contract can be made without written Consent of
Company

5. Disclosures and Acknowledgement:
    a) ASSIGNOR and affiliated associates make no warranty,    expressed or implied, regarding inspection reports or other  reports provided to ASSIGNEE by ASSIGNOR or third parties concerning this property.

    b) ASSIGNEE acknowledges they are conducting a transaction  dealing directly with ASSIGNOR for the purchase of SUBJECT PROPERTY.

     c.) ASSIGNEE is not relying upon or being represented by a REAL ESTATE BROKERAGE in this transaction.

AGREED AND ACCEPTED

#1 ASSIGNOR (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

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

#2 ASSIGNOR (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

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

ASSIGNEE(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_