

GIFT DEED FORMAT

THIS GIFT DEED is made and executed on this the day
of Month, year by

Sri/Smt/Ms.....
..... aged about years, Son/Daughter/Wife of Sri
.....
..., Profession, caste, permanent
resident of, P.O. P.S., District
..... State..... Pin Code at present residing at
....., P.O. P.S., District
State..... Pin Code

[If **Minor**,]

represented by Father/Mother/ Other (specify Relation) Guardian
Sri/Smt./Kum, aged about years,
Son/Daughter/Wife of, Caste-, Profession
....., permanent resident of, P.O. P.S.
....., DistrictState..... Pin
Code

[If represented by Attorney Holder by virtue of Power of Attorney]

represented by his Power of Attorney Holder vide G.P.A. Document No.
...../ dated.....registered in the Office of the Sub-Registrar,
.....,District-
.....,State.....

SRI/Smt./Kum

....., aged about years, Son/Daughter/Wife of
....., Caste-, Profession,
resident of, P.O. P.S.,
District State..... Pin Code at
present residing at, P.O. P.S.,
District State..... Pin Code

Hereinafter referred to as “**DONOR**” which term unless repugnant to the
context shall mean and include all his heirs, legal representatives, administrators
and successors-in-interests, assignees and nominees etc. of the ONE PART

IN FAVOUR OF

Sri aged
about years, Son/Daughter/Wife of Sri
.....
..., Profession, caste, permanent
resident of, P.O. P.S., District
..... State..... Pin Code At present
residing at, P.O. P.S., District
..... State..... Pin Code

[If **Minor**,]

represented by Father/Mother/ Other (specify Relation) Guardian
Sri/Smt./Kum, aged about years,
Son/Daughter/Wife of, Caste-, Profession
....., permanent resident of, P.O. P.S.
....., District State..... Pin
Code

Hereinafter called the “**DONEE**” which term unless repugnant to the
context shall mean and include all his heirs, legal representatives, executors,
successors-in-interest, assignees, nominees and administrators etc. of the
OTHER PART

HISTORY OF OWNERSHIP

(-----)

AND WHEREAS the DONEE(S) is/are related to the Donor(s) as

AND WHEREAS the Donor(s) desire(s) to grant and transfer by way of gift the said
property to the DONEE(s) in consideration of natural love and affection he/she/they
has/ have towards the DONEE(s) as hereinafter mentioned;

AND WHEREAS the DONEE(s) has / have agreed to accept the gift as is evidenced by his /her/their executing these presents

AND WHEREAS the value of the said property is estimated as Rs/-

NOW THIS DEED OF GIFT WITNESSETH AS UNDER:

1. **THAT** in consideration of natural love and affection,/Respect which the Donor(s) bear(s) to the DONEE(s) , the donor (s) do/ does hereby and hereunder renounce all his/ her / their estate and right , title and interest with intent to vest the same in and grant , convey , transfer , give and assure unto and to the use of the DONEE (s) , freely and voluntarily and without any monetary consideration, the property mentioned and described in the schedule hereto and hereinafter referred to as the said property and delivered possession of the same together with all trees , fences , hedges , ditches , ways , waters , lights , liberties , privileges , easements , and appurtenances whatsoever to the said property belonging for in any way appertaining or usually held or occupied therewith or reputed to belong to or be appurtenant thereto and every part thereof TO HAVE AND TO HOLD the same unto and to the sole use and benefit and absolutely and unconditionally forever.
2. **THAT** actual physical possession of the Said Property has been handed over by the Donor(s) to the Donee (s) and Donee (s) is /are in possession of the same at the time of execution of this Deed of Gift_.
3. **THAT** the Donor (s) doth hereby covenant with the Donee(s) as follows:
 - i. **That** the Said Property shall be quietly and peacefully held and enjoyed by the Donee (s) without any interference, interruption, or disturbance from the Donor (s) or any person (s) claiming through or under him/her/them.

- ii. **That** the Donor (s) has /have absolute right, title and full power to transfer unto the Donee (s) by way of gift and that the Donor (s) has / have not done anything or knowingly suffered anything whereby his/her/their right and power to gift the Said Property to the Donee (s) is diminished.
- iii. **That** the property is not subjected to any encumbrances, mortgages, charges, lien, attachments, claim, demand, acquisition proceedings by Government or any kind whatsoever and if found later on the Donor (s) shall discharge the same from and out of his /her / their own fund and keep the Donee (s) indemnified.
- iv. That there is no statutory restriction on the part of the Donor (s) under Urban Land (Ceiling and Regulations) Act, 1976 or under any other law for the time being in force to execute this Deed of Gift in favour of the Donee (s).
- v. **That** the Donor (s) has/have paid all the taxes, rates and other outgoings due to the Government, local bodies, revenue, urban and other authorities concerned in respect of the Said Property up to the date of execution of this Deed of Gift and the Donee (s) shall bear and pay the same hereafter. If any arrears are found due for the earlier period, the same shall be discharged/borne by the Donor (s).
- vi. **That** the Donee (s) is/are entitled to have mutation of his /her / their name(s) in respect of the Said Property in all public records, local body and also to obtain all documents in his/her/their name(s) and the Donor (s) undertake(s) to help and assist the Donee (s) in all possible manner in getting the Said Property mutated in the name of the Donee (s) in the relevant records of all concerned departments/authorities.

THE SCHEDULE "A" ABOVE REFERRED TO

(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT piece and parcel of land measuring about
Cottahs **Chittacks** **sq. ft.** more or less land, along with
the Complex namedhaving **G +****Building** lying and
situated at Mouza-....., Pargana-....., J.L. No..... , Re Su
No.-..... Touzi No.....comprising in R.S. Dag No.-
....., under R.S. Khatian No.-....., corresponding to LR
Plot No..... **and LR Khatian No.....** , having Municipal Holding
No....., Road Name , being Premises No.-.....
, PIN-....., under Ward No.-..... within the limits of
.....Municipality / Municipal Corporation, within the office of
..... P.S.-..... District-....., and butted and bounded
by: -

ON THE NORTH BY: -

ON THE SOUTH BY: -

ON THE EAST BY: -

ON THE WEST BY: -

THE SCHEDULE "B" ABOVE REFERRED TO -

[Description of the Flat/Unit]

ALL THAT piece and parcel of a demarcated self-contained **residential / semi commercial / office / commercial Flat/ covered garage / open garage** being No..... on theFloor, in Block-....., having measurement of sq. ft. Super built up area more or less comprising of, with Flooring , from Developer's Allocation within the G Plus..... Building, of age years, within the Complex named together with undivided

proportionate share of underneath land and other common amenities and facilities including easement and quasi-easement rights along with restrictions and reservations as stated aforesaid as attached with the Multi-storied Building within the said Complex at Municipal Holding No.-..... , Road , Being Premises No.-....., Road..... , Pin, under Ward No.-..... , within theMunicipality / Municipal Corporation, under the office of ,under P.S.-, District-..... fully described **“A” SCHEDULE** herein above written.

Annexed Plan marked with **Red Border** will be treated as part and parcel of this Deed.

- THE SCHEDULE “C” ABOVE REFERRED TO -
[The Common portions]

(clauses 1 to 7 shall be embedded in e deed with check box option)

1. Entrance and exists internal roads, and footpath.
2. Common durwans / caretaker room , Caretaker Room, Security Camera Room, (if any).
3. Boundary walls and main gates.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive are of any unit and/or exclusively for its use).
5. Staircases lobbies on all the floors and vacant area of the ultimate roof of the proposed building (Roof right will not be available for Garage, Shop and Godown owners, but rights attached to the Ground Floor will be available only).

6. Tube well and water supply system, water pumps, water pump rooms, overhead tank, septic tank together with all common plumbing installation for carriage of water (save only those as are exclusively within for the use of any unit.) , community Hall and two wheeler parking space

7. Lighting fixtures and fittings in common area from common use.

(Later amenities are to be incorporated in query and the amenities that are to be selected by citizens during filling up of query shall be auto generated in e deed)

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals after understanding the contents of this Deed of Gift on the day, month and year first above written.

Signature of the Donor(s)

Signature of the Donee(s)

SIGNED, SEALED AND DELIVERED

**by the Parties at
in the presence of:**

1. -----

2. -----

(Signatures of Witnesses)