

## **GIFT DEED**

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

Sri \_\_\_\_\_ S/o, D/o, W/o. \_\_\_\_\_,

aged about \_\_\_\_\_ years, Occupation: \_\_\_\_\_

Resident of D.No. \_\_\_\_\_

Represented by his / her agent

Being minor represented by Father/Mother/Brother/Guardian

Sri \_\_\_\_\_ S/o, D/o, W/o. \_\_\_\_\_,

aged about \_\_\_\_\_ years, Occupation: \_\_\_\_\_

Residing at \_\_\_\_\_ under general / special

power of attorney dated \_\_\_\_\_ Registered as Document

Number \_\_\_\_\_ of Year \_\_\_\_\_ Book IV of RO/SRO \_\_\_\_\_.

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 \_\_\_\_\_ S/o, D/o, W/o. \_\_\_\_\_,

aged about \_\_\_\_\_ years, Occupation: \_\_\_\_\_

Resident of D.No. \_\_\_\_\_

Being minor represented by Father/Mother/Brother/Guardian

Sri \_\_\_\_\_ S/o, D/o, W/o. \_\_\_\_\_,  
aged about \_\_\_\_\_ years, Occupation: \_\_\_\_\_  
Residing at \_\_\_\_\_

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

WHEREAS the Donor herein is the absolute owner and possessor of Flat No. \_\_\_\_\_ Floor No. \_\_\_\_\_ in Residential Complex Named \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. feet, along with undivided share in land to an extent of \_\_\_\_\_ Sq. yards out of total extent of \_\_\_\_\_ sq. yards, in premises bearing Municipal No. \_\_\_\_\_. Situated at \_\_\_\_\_ which was inherited / having acquired through a Sale/Gift/Gift Settlement/Partition/Will Deed Registered as Document No. \_\_\_\_\_ of S.R.O. \_\_\_\_\_ copied in Volume No. \_\_\_\_\_ at Page \_\_\_\_\_..

Thus the Donor herein is the owner and having absolute authority, unimpeachable marketable title, full and perfect alienable rights in the above said property and he has been enjoying the peaceful, continuous and uninterrupted possession of the above said property.

THUS the Donor hereby grants, conveys and transfers unto and to the use of the Donee herein forever. ALL THAT PIECE & PARCELS of the said property along with

all rights, title, interest, easementary rights, appurtenances etc., in the said property free from all encumbrances, charges, prior sales, tenancy claims, mortgages, exchanges, illegal-encroachments, gifts, court litigations and demands etc., of whatsoever nature and delivered the complete vacant and peaceful physical possession of the same to the Donee and the Donee has accepted the same.

AND TO HAVE & HOLD the said property unto and to the use of the Donee herein forever, the Donor hereby declares, covenants and agrees with the Donee.

**NOW THIS GIFT DEED WITNESSETH AS FOLLOWS:**

- 1) That the Donor hereby covenants and declares that he is the absolute owner and possessor of the property hereby Gift and has every right, authority and competency to transfer, alienate the said property absolutely in favour of the Donee herein.
- 2) The Donor hereby further covenants, declares and agrees that the gifted property is free from all encumbrances such as mortgages, charges, lien, demands, interest, security, litigations, surety, prior sales, government or private attachments and or any other charges etc., of any nature whatsoever.
- 3) The Donor hereby further covenants and declares that he has not done any act whereby the property hereby sold is either encumbered or the Donor

herein is in any manner debarred or prevented from selling and transferring the same absolutely in favour of the Donee herein.

- 4) The Donor states that there is neither any legal embargo nor any legal impediment in the gifted property.
- 5) The Donor herein further covenants, declares and assures that he has put the Donee herein in actual vacant and complete physical possession of the said property hereby gifted and that the Donee herein shall be entitled to enjoy the possession so delivered and to receive all rents, outcomes, profits, therefrom without any interruption or disturbances either by the Donor herein or any other person claiming through or under the Donor.
- 6) The Donor further hereby covenants, declares and agrees that if any defect is found or discovered in the title of the Donor with regard to the property hereby sold or due to such defect in title if the Donee herein deprived of the whole or any part of the property hereby sold the Donor herein shall duly reimburse & compensate the Donee to the extent of the loss & expenses caused to the Donee.
- 7) The Donor hereby further covenants, agrees and declares that he has paid all the taxes and charges payable in respect of the property hereby sold, upto the date of execution and registration of Gift Deed, if any such amount remains unpaid or the same is recovered from the Donee herein or the Donee

herein is compelled to pay the same the Donor herein shall duly reimburse to the Donee to the extent of the same.

- 8) The Donor hereby covenants, agrees and declares that he shall support every lawful application made for changes and mutation before the concerned corporation and other offices.
- 9) The Donor further hereby declares and covenants that he shall always indemnify and keep indemnified the Donee against all claims, by any person whatsoever in derogation of the full, absolute and unencumbered title of the Donee.
- 10) The Donee will automatically become member of the society or association of the complex and donee shall abide the rules and bye-laws of the society and other rules as stipulated in the sale deed of the Donor.

### **'A' SCHEDULE PROPERTY**

All that piece and parcel of the site admeasuring \_\_\_\_\_ Sq.yards /  
\_\_\_\_\_ Sq.Mts. Survey No \_\_\_\_\_ Ward No \_\_\_\_\_ Block No. \_\_\_\_\_  
Situated at \_\_\_\_\_ Municipal Corporation / Municipality \_\_\_\_\_ Sub District  
\_\_\_\_\_ Registration District.

Which is more fully described in the plan annexed hereto and marked in RED colour and bounded as under:

**NORTH :**

**SOUTH :**

**EAST :**

**WEST :**

In the above property undivided share of \_\_\_\_\_ Sq.yards \_\_\_\_\_ Sq.Mts

**'B' SCHEDULE PROPERTY**

Flat No. \_\_\_\_\_ in \_\_\_\_\_ Floor With a Plinth Area of \_\_\_\_\_ Sq.Feet  
including common areas in the residential complex named \_\_\_\_\_  
constructed in the 'A' Schedule Property bounded by.

**NORTH :**

**SOUTH :**

**EAST :**

**WEST :**

IN WITNESS WHEREOF, this Gift Deed is made, executed and signed by  
the Donor in favour of the Donee on this the day, month and year aforementioned with  
his own free will, consent and good conscience, without any coercion, fraud, undue  
influence, mis-representation and duress etc., after having fully understood the contents  
of the same in presence of the below mentioned witnesses.

**WITNESSES :**

1.

**D O N O R**

2.