

Gift Deed for an Immovable Property- Draft-I

THIS DEED OF GIFT IS MADE BETWEEN :-

Sh. _____ s/o Sh. _____ r/o _____ (hereinafter referred to as "the donor")

AND

Sh. _____ s/o Sh. _____ d/o _____ (hereinafter referred to as "the donee")

WHERE AS

The donor is the absolute owner and is in possession of the house situated at _____ having boundary description as under:

East: West: North: South

The donor and donee are related to each other as father and daughter.

That out of natural love and affection of the donor for the donee, the donor is desirous of conveying the said property as gift to the donee.

That the donor has no other male child and has two daughters only

That the donee has been taking care of the donor in his old age.

That the donor is also living with the donee's family.

That the donor is of sound mind and is not under any intoxication, undue influence, or coercion while making this gift deed.

NOW THIS GIFT DEED WITNESSES AS FOLLOWS:

1. In consideration of the natural love and affection of the donor for the donee, the donor hereby transfers to the donee the said property, the estimated value of which is Rs. _____ (Rupees _____ only) to the donee to hold the same to the donee absolutely forever.

2. The donee has accepted this Gift and has taken the physical possession of the said property.

IN WITNESS WHERE OF, the donor gets and subscribes his signature and deliver in presence of the witness.

Date:

(Signature of Donor)

Place:

DONOR

(Signature of Witness)

WITNESS 1:

Name and Address

(Signature of Witness)

WITNESS 2:

Name and Address

ACCEPTANCE

Accepted by the said Donee.

(Signature of Donee)

DONEE

Name and Address

A sample Gift Deed

Gift Deed for an Immovable Property- Draft-II

KNOW ALL MEN BY THESE PRESENTS that I, _____ S/o Sh. _____ r/o _____, transfers voluntarily, the property bearing no. _____ situated at _____ (more particularly described in the schedule annexed hereto), the estimated value of which is Rs. _____ (Rupees _____ only) to my daughter Smt. _____ w/o of Sh. _____ (hereinafter referred to as "the donee") To Hold the same to the donee absolutely forever. I further declare that the said gift has been made by me out of my natural love and affection for the donee and the same has been accepted by the donee.

IN WITNESS WHEREOF, I have executed this deed this _____ day of _____.

Witness:

1.

DONOR

2.

DONEE

I, Smt. _____, the donee hereby accept the gift of the said property.

Format Deed of Gift - Gift by Father to Son

nd February

1. Date.

2. Place:

3. Parties:

3.1 _____, son of _____, by faith Hindu, by Nationality Indian, by occupation – _____, residing at _____.

(Donor, includes successors-in-interest and assigns)

- AND -

3.2 _____, son of _____, by faith Hindu, by Nationality Indian, by occupation – _____, residing at _____.

(Donee, includes successors-in-interest and assigns)

[Donor, Donee collectively Parties and individually Party.]

NOW THIS DEED OF GIFT WITNESSES AS FOLLOWS:

4. Subject Matter of Gift:

4.1 Subject Land: ALL THAT piece or parcel of land hereditaments and premises measuring 1 one Cottah 8 eight Chhittacks be the same a little more or less out of the total land of 3 three Cottahs situate and lying at and being Municipal Holding No. _____, Ward No. _____, within the limit of _____ Municipality and having Postal Address _____ and more fully and particularly described in the Schedule below and demarcated in colour Red on the Plan attached hereto (Subject Land).

4.2 The Structure: One-storied brick built dwelling house, having built up area of _____ Square feet, be the same a little more or less, standing on the Subject Land (The Structure), described in the Schedule below.

4.3 Other Rights: Easements and all other rights, liberties, privileges and benefits appurtenant to the Subject Land and The Structure and all equipments, installations, fittings, fixtures etc. in or about The Structure.

4.4 Subject Property: The subject matter of the Gift is 4.1, 4.2 and 4.3 above, which are collectively described in the Schedule below and demarcated in colour Red and shown as "Lot – A" on the Plan attached hereto (collectively Subject Property).

5. Background:

5.1 Description of the Title: Chain of title is to be described in detail here.

5.2 Sale to Donor: By a Deed of Sale dated _____, registered in the Office of the Sub-Registrar, _____, in Book No. I, Volume No. _____, Pages __ to __, Being No. _____ for the year _____ (Said Deed), said _____ (Name of the previous owner) sold the aforesaid plot of land measuring about 5 Decimals or 3 three Cottahs more or less comprised in Dag No. _____ as aforesaid to the Donor hereto.

5.3 Ownership of the Donor: In the circumstances, the Donor hereto became the sole and absolute owner of ALL THAT piece or parcel of land measuring 3 (three) Cottahs be the same a little more or less including the common passage situate and lying at _____ and comprised in _____.

5.4 Construction by the Donor: Subsequently, the Donor constructed a one-storied brick built dwelling house on his acquired property as aforesaid in accordance with the building plan duly sanctioned by the appropriate authority.

5.5 Said Property: Thus the Donor has become the sole and absolute owner in respect of the land and the structure as referred above (Said Property). The Subject Property is the part and portion of the Said Property.

6. Representations and Warranties of the Donor:

6.1 Absolute Ownership: The Donor is the absolute owner of the Subject Property.

6.2 Right, Power and Authority to Sell: The Donor has good right, full power, absolute authority and indefeasible title to gift and/or alienate the Subject Property.

6.3 Free from Encumbrances: The Subject Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution Charges and liabilities whatsoever or howsoever made or suffered by the Donor or any person claiming through the Donor and the title of the Donor to the Subject Property is free, clear and marketable.

6.4 No Prejudicial Act by the Donor: The Donor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title.

6.5 No Personal Guarantee: The Subject Property is not affected by or subject to any personal guarantee for securing any financial accommodation.

6.6 No Bar by Court Order: There is no order of Court or any other statutory authority prohibiting the Donor from transferring and/or alienating the Subject Property or any part thereof.

7. Basic Understanding: The Donee is the son of the Donor and the Donor bears natural love and affection for the Donee. The Donor has expressed his desire of gifting the Subject Property in favour of the Donee and the Donee has agreed to accept such gift.

8. Gift:

8.1 Hereby Made: The Donor doth hereby gift to the Donee, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Subject Property, described in the Schedule below, being:

8.1.1 Subject Land: ALL THAT piece or parcel of land hereditaments and premises measuring 1 one Cottah 8 eight Chhittacks be the same a little more or less, out of the total land of the Donor, i.e. 3 three Cottahs situate and lying at and being Municipal Holding No. _____, Ward No. __, within the limit of _____ Municipality and having Postal Address _____ and more fully and particularly described in the Schedule below and demarcated in colour Red on the Plan attached hereto.

8.1.2 The Structure: One-storied brick built dwelling house, having built up area of _____ Square feet, be the same a little more or less, standing on the Subject Land.

8.1.3 Other Rights: Easements and all other rights, liberties, privileges and benefits appurtenant to the Subject Land and The Structure and all equipments, installations, fittings, fixtures etc. in or about The Structure.

8.2 Consideration: Natural love and affection that the Donor bears for the Donee.

9. Terms of Gift:

9.1 Salient Terms: The gift of the Subject Property being effected by this Deed is:

9.1.1 Gift: A gift within the meaning of the Transfer of Property Act, 1882.

9.1.2 Absolute: Absolute, irreversible and forever.

9.1.3 Free from Encumbrances: Free from all encumbrances of any and every nature whatsoever including but not limited to lis pendens, attachments, liens, charges, mortgages, trusts, debentures, reversionary rights, residuary rights, claims and statutory prohibitions.

9.1.4 Other Rights: Together with Easements and all other rights, liberties, privileges and benefits appurtenant to the Subject Property.

10. Miscellaneous:

10.1 Delivery of Possession: Simultaneously with the execution of these presents khas, vacant and peaceful possession of the Subject Property is handed over by the Donor to the Donee (Possession Date).

10.2 Outgoings: All Municipal and other taxes, penalties, surcharge, outgoings, liabilities and levies on or relating to the Subject Property till the Possession Date, whether as yet demanded or not, shall be borne, paid and discharged by the Donor and thereafter that shall be borne, paid and discharged by the Donee.

10.3 Holding Possession: The Donor hereby covenants that the Donee shall and may, from time to time and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Subject Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby gifted or expressed or intended so to be unto and to the Donee, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Donor or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Donor.

10.4 Further Acts: The Donor hereby covenants that the Donor or any person claiming under him, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Donee and/or successors-in-interest of the Donee, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Donee to the Subject Property.

10.5 Production of Said Deed: As referred hereinbefore, the Said Deed and all other title documents in respect of the Said Property shall be lying with the custody of the Donor and unless prevented by fire or other unavoidable accidents from time to time and at all times hereinafter at like request and cost of the Donee, the Donor or his successors-in-interest will produce or cause to be produced the Said Deed and/or the said documents for reasonable requirement as may be required from time to time.

10.6 Assessment of Value for the purpose of Advalorem Stamp Duty: For the computation of stamp duty, the value of the Subject Property is assessed at Rs. _____/- (Rupees _____) only.

11. Interpretation:

11.1 Number: Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

11.2 Headings: The headings in this Deed are inserted for convenience only and shall be ignored in construing the provisions of this Deed.

11.3 Definitions: Words and phrases have been defined in the Deed by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

Schedule above referred to

(Subject Property)

[Subject Matter of Gift]

Detail of the Subject Property with boundary description

The Plot is shown on the Plan annexed hereto with the border Red and the Plan is treated as a part of this Deed.

12. Execution and Delivery:

12.1 In Witness Whereof the Donor has executed and delivered this Deed of Gift on the day, month and year mentioned above.

(DONOR)

I accept the Gift mentioned hereto with pleasure:

(DONEE)

Witnesses:

1. Signature: _____

Name:

Father's/Husband's

Name:

Address:

2. Signature: _____

Name:

Father's/Husband's

Name:

Address:
