

**GUIDELINES FOR  
TRANSFER OF ALLOCATION/ALLOTMENT OF  
FLAT WITHIN FAMILY MEMBER**

**HOUSING DEPARTMENT**  
DELHI DEVELOPMENT AUTHORITY

**TRANSFER OF ALLOCATION/ALLOTMENT OF  
FLAT WITHIN FAMILY MEMBER**

Following documents are required to be submitted (formats given inside).

- Affidavit from transferor on Rs. 10/- non-judicial stamp paper duly attested.
- Affidavit from transferee on Rs. 10/- non-judicial stamp paper duly attested.
- Indemnity Bond from the transferor on Rs. 10/- non-judicial stamp paper duly registered.
- Indemnity Bond from the transferee on Rs. 100/- non-judicial stamp paper duly registered.
- Undertaking from the transferee in case the of possession of the flat has been taken over by the allottee on Rs. 10/- on non-judicial stamp paper duly attested.
- No Objection Certificate from the employer/Govt. loan paying agency, if house building advance obtained.
- Documentary evidence of relationship i.e., attested photocopy of:
  - School leaving certificate, duly attested by the gazetted officer or
  - Passport, etc., duly attested by the gazetted officer and
  - Ration card duly attested by the gazetted officer
- For SFS flats - Bank guarantee duly renewed, if applicable.
- Gift Deed in case the conveyance deed has been executed and registered shall have to be registered after obtaining possession.
- Photograph and three Signatures of both duly attested by the gazetted officer.

## AFFIDAVIT FROM TRANSFEROR

I, \_\_\_\_\_ son/wife/daughter \_\_\_\_\_ of  
Sh. \_\_\_\_\_ aged \_\_\_\_\_ years, resident of \_\_\_\_\_ do  
hereby, solemnly declare and affirm as under: -

1. That I \_\_\_\_\_ son/wife/daughter of Sh. \_\_\_\_\_ have  
been allotted flat bearing No. \_\_\_\_\_ Block No. \_\_\_\_\_ Pkt  
No. \_\_\_\_\_ in \_\_\_\_\_ Residential Scheme under SFS/MIG/LIG/Janta category  
on Hire Purchase/Cash Down basis by the Delhi Development Authority vide letter  
No. \_\_\_\_\_ dated \_\_\_\_\_.

2. That I intend to transfer the allotment of said flat in the name of  
Shri/Smt \_\_\_\_\_ son/wife/daughter of Sh. \_\_\_\_\_ who is  
my \_\_\_\_\_ and is related to me by blood/by Hindu Marriage Act. He/she also falls under  
the S.F.S./M.I.G./L.I.G./Janta category.

3. That neither I nor my wife/husband or dependent children or dependent own any  
residential plot/house/flat in the Union Territory of Delhi other than the flat proposed to be  
transferred.

4. That neither I nor my wife/husband or dependent children or dependent relation is  
registered with DDA under any scheme for allotment of plot/flat and none is enrolled as a  
member of any House Building Co-operative/Group Housing Society.

5. That I also undertake that after having transferred this flat No. \_\_\_\_\_ Block  
No. \_\_\_\_\_ Pocket No. \_\_\_\_\_ in Resdl. Scheme I/my/wife/husband/minor children and  
dependent relation will not purchase any residential plot/flat from any Co-operative House  
Building Society or land holding Deptt. And D.D.A. in Delhi/New Delhi/Delhi Cantt. for ten years  
from the date of transfer.

### VERIFICATION :

I, the above named deponent do hereby verify that the contents of paras 1 to 5 of my  
above affidavit are correct to the best of my knowledge and that the contents of para 4 are true to  
my belief and that nothing material has been concealed therefrom.

Verified at Delhi/New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

DEPONENT

**AFFIDAVIT FROM TRANFEREE**

I, \_\_\_\_\_ son/wife/daughter of  
Sh. \_\_\_\_\_ aged \_\_\_\_\_ years, resident of \_\_\_\_\_ do  
hereby, solemnly declare and affirm as under: -

1. That Shri/Smt./Miss \_\_\_\_\_ son/wife/daughter of  
Sh. \_\_\_\_\_ has been allotted flat bearing No. \_\_\_\_\_ Block No. \_\_\_\_\_ Pkt  
No. \_\_\_\_\_ in \_\_\_\_\_ Residential Scheme under SFS/MIG/LIG/Janta category  
on Hire Purchase/Cash Down basis by the Delhi Development Authority vide letter  
No. \_\_\_\_\_ dated \_\_\_\_\_.
2. That Sh./Smt. \_\_\_\_\_ son/wife/daughter of  
Sh. \_\_\_\_\_ is my father/mother/son/daughter/ brother and is related to me  
by blood/by Hindu Marriage Act.
3. That Sh./Smt. \_\_\_\_\_ son/wife/daughter of  
Sh. \_\_\_\_\_ wants to transfer the allotment of the said flat in my name. I  
come within the S.F.S./M.I.G./L.I.G./Janta category.
4. That I have No Objection if the said allotment of flat is transferred in my name. I will abide by  
the terms & conditions of allotment which were applicable to the said  
Sh. \_\_\_\_\_ (transferor).
5. That neither I nor my wife/husband or dependent children or dependent own any residential  
plot/house/flat in the Union Territory of Delhi.
6. That in the past I have not transferred any residential plot/house or flat to any of my family  
members or to any blood relation not I have transferred my membership in any Co-operative  
House Building Society in Delhi in favour of any of my family members or in any blood relation.
7. That I am a citizen to India.
8. That I have attained the age of majority.

DEPONENT

VERIFICATION :

I, the above named deponent do hereby verify that the contents of paras 1 to 8 of above  
affidavit are correct and believed by me to be true and nothing material has been concealed  
therefrom.

Verified at \_\_\_\_\_ on \_\_\_\_\_.

DEPONENT

**INDEMNITY BOND FROM TRANSFEROR**

This Indemnity Bond is made on this \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_ by Sh./Smt./Miss. \_\_\_\_\_ son/wife/daughter of Shri. \_\_\_\_\_ R/o \_\_\_\_\_ (hereinafter called "the transferor"). The term "the transferor" shall mean unless inconsistent with the context include legal heirs, successors, executors, administrators, legal representatives and permitted and assigns in favour of Vice-Chairman, Delhi Development Authority, New Delhi(hereinafter called the "owner-Authority").

2. Whereas Sh./Smt./Miss \_\_\_\_\_ son/wife/daughter of Shri \_\_\_\_\_ resident of \_\_\_\_\_ has been allotted a flat bearing No. \_\_\_\_\_ Block No. \_\_\_\_\_ Pkt \_\_\_\_\_ in \_\_\_\_\_ Residential Scheme under SFS/MIG/LIG/Janta category(hereinafter called "the flat") on Hire Purchase/Cash Down basis by the owner-Authority vide allotment letter No. \_\_\_\_\_ dated \_\_\_\_\_, the transferor.

3. And Whereas the transferor (hirer/allottee) and the transferee have requested the owner-Authority to transfer the rights of the hirer/allottee in the said flat in favour of Sh./Smt. \_\_\_\_\_ son/wife/daughter of Sh. \_\_\_\_\_ (hereinafter called "the transferee") who is related by blood to the hirer/allottee as wife/son/daughter/mother/father/brother/sister.

4. And Whereas the transferor hereby undertakes also that after having transferred this flat No. \_\_\_\_\_ Block No. \_\_\_\_\_ Pkt \_\_\_\_\_ in \_\_\_\_\_ Residential Scheme, he/she or his/her husband/wife/minor children and dependent relation will not purchase any residential plot/flat from any Co-operative House Building Society, Land Holding Deptt. And DDA in Delhi/New Delhi/Delhi Cantt. for ten years from the date of transfer.

5. And Whereas the owner-Authority on the faith of the representation made by the transferor (hirer/allottee) and the transferee has agreed to transfer the allotment of flat in favour of the transferee on the condition that the owner-Authority be indemnified by the transferor and the transferee against any loss, damage that may be sustained by it or claimed or proceedings that may be filed against it for transferring the rights and interest of the allottee in favour of the transferee.

6. Transferee, in consideration of the aforesaid agreement, the transferor hereby undertakes to indemnify the owner-Authority and shall always keep the owner-Authority indemnified against any loss or damage that may be sustained by it or claimed through litigations proceedings, etc. that may be taken out against in arising out of the said transfer action.

7. In witness thereof this deed have been signed and delivered by transferor on the date first mentioned herein above.

TRANSFEROR

Witness:

	Signature	Name	Occupation	Address
1.				
2.				

**INDEMNITY BOND FROM TRANSFEEE**

This Indemnity Bond is made on this \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_ by Sh./Smt./Miss. \_\_\_\_\_ son/wife/daughter of Shri. \_\_\_\_\_ R/o \_\_\_\_\_ aged \_\_\_\_\_ years(hereinafter called "the transferee"). The term "the transferee" shall mean unless inconsistent with the context include legal heirs, successors, executors, administrators, legal representatives and permitted and assigns in favour of Vice-Chairman, Delhi Development Authority, New Delhi(hereinafter called the "owner-Authority").

2. Whereas Sh./Smt./Miss \_\_\_\_\_ son/wife/daughter of Shri \_\_\_\_\_ resident of \_\_\_\_\_ (hereinafter called "the transferor") has been allotted a flat bearing No. \_\_\_\_\_ Block No. \_\_\_\_\_

Pkt \_\_\_\_\_ in \_\_\_\_\_ Residential Scheme under SFS/MIG/LIG/Janta category (hereinafter called "the flat") on Hire Purchase/Cash Down basis by the owner-Authority vide allotment letter No. \_\_\_\_\_ dated \_\_\_\_\_.

3. And Whereas the transferor (hirer/allottee) and the transferee have requested the owner-Authority to transfer the rights of the hirer/allottee in the said flat in favour of Sh./Smt. \_\_\_\_\_ son/wife/daughter of Sh. \_\_\_\_\_ transferee who is related by blood to the hirer/allottee as wife/son/daughter/mother/father/brother/sister.

4. And Whereas the transferee also declares that in past he/she had not transferred any residential plot/house or flat to any of his/her family members or to any blood relation and he/she had not transferred his/her membership in any Co-operative House Building Society in Delhi in favour of any of his/her family members or to any of the blood relation.

5. And Whereas the owner-Authority on the faith of the representation made by the transferor (hirer/allottee) and the transferee has agreed to transfer the allotment of flat in favour of the transferee on the condition that the owner-Authority be indemnified by the transferor and the transferee against any loss, damage that may be sustained by it or claimed or proceedings that may be filed against it for transferring the rights and interest of the allottee in favour of the transferee.

6. Therefore, in consideration of the aforesaid agreement, the transferee hereby undertake to indemnify the owner-Authority and shall always keep the owner-Authority indemnified against any loss or damage that may be sustained by it or claimed through litigation, proceedings, etc. that may be taken out against it arising out of the said transfer action.

7. In witness thereof this deed have been signed and delivered by transferee on the date first mentioned herein above.

TRANSFEEE

Witness:

Signature	Name	Occupation	Address
1.			
2.			

### UNDERTAKING

This undertaking is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_ by Sh./Smt. \_\_\_\_\_ son/wife/daughter of Shri \_\_\_\_\_ resident of \_\_\_\_\_ (hereinafter called "the Transferee") in favour of the Delhi Development Authority (hereinafter called "the Authority"). The expression "the Transferee" shall unless the context requires a different or another meaning include heirs, legal representatives, successors, administrators and permitted assigns. The expression "the Authority" shall unless the context requires a different or another meaning, include its successors and assigns.

2. Whereas Shri/Smt. \_\_\_\_\_ son/wife/daughter of Shri \_\_\_\_\_ R/o \_\_\_\_\_ (hereinafter called "the allottee") on application made by the Authority under the Delhi Development Authority (Management and Disposal of Housing Estates) Regulations 1968 (hereinafter called "the Regulations") had been allotted a flat bearing No. \_\_\_\_\_ Block No. \_\_\_\_\_ Pocket No. \_\_\_\_\_ on \_\_\_\_\_ floor situated at Delhi/New Delhi (hereinafter called "the flat") on hire purchase basis/cash down basis in SFS/MIG/LIG/Janta Category.

3. And whereas under Regulation 38 of the Regulations it was obligatory on the part of allottee to have formed and registered an Agency with the Vice Chairman of the Authority for the management and administration of the common services attached to the flats, to execute Hire Purchase Tenancy Agreement/Conveyance Deed in respect of the flat and joint lease deed for the land under the appurtenant to the flat.

4. And whereas I, in my own interest have applied to Delhi Development Authority for transfer of the flat allotted to Sh./Smt./Miss\_\_\_\_\_ before the completion of the various formalities, required to be performed by me under the regulations and execution and registration of the documents provided in the said regulations.

5. I,\_\_\_\_\_son/wife/daughter of Sh.\_\_\_\_\_ resident of \_\_\_\_\_hereby undertake that in the event of the transfer of the flat allotted to Sh./Smt./Miss.\_\_\_\_\_in my favour. I shall abide by all the terms and conditions that are set forth in the DDA (Management & Dipoal of Housing Estates) Regulation, 1968 including the documents containing therein or may be set forth in the Hire Purchase Tenancy Agreement/Conveyance Deed for the flat and joint lease deed for the land under the appurtenant to the flats by Delhi Development Authority and shall sign and execute the same with the Delhi Development Authority and get the same registered at my own cost and expenses in the manner prescribed under the Regulations within 90 days from the date of transfer of the flat or such extended period that may be permitted by the Vice Chairman of the Delhi Development Authority from time to time, and that during the said period of 90 days or such extended period as may be permitted, I shall be responsible for looking after the maintenance of the common services attached to the said flat.

6. I further undertake that I shall constitute and become a member of the registered agency prescribed under Regulations, 38 of the said Regulations and abide by the constitution, a Model form of which I have read and understood.

7. I also undertake not to make any additions and alterations in the dwelling unit to be allotted and transferred to me without obtaining prior permission in writing from the DDA. It will be open to the DDA to cancel the allotment and resume the possession of the dwelling unit, if I fail to fulfill the undertaking given herein.

Signed by me at Delhi/New Delhi on\_\_\_\_\_.

TRANSFEEEE

WITNESSES :

	Signature	Name	Occupation	Address
1.				
2.				

**GIFT DEED**

**(In case the Conveyance Deed has been executed & registered)**

**Market Value of the  
Property Rs.....  
Stamp Duty: .....  
Transfer Duty.....**

This deed of gift is executed at New Delhi on the \_\_\_\_\_ day of \_\_\_\_\_  
199\_\_ by Sh./Smt \_\_\_\_\_ S/W/o \_\_\_\_\_  
R/o \_\_\_\_\_ (hereinafter called "the Donor") of one part and  
Sh./Smt. \_\_\_\_\_ son/daughter/wife/husband of \_\_\_\_\_ resident  
of \_\_\_\_\_ (hereinafter called "the Donee") of the other part.

2. WHEREAS the donor is the allottee of the property described in the Schedule hereto having purchased the same from Delhi Development Authority, New Delhi for sum of Rs. \_\_\_\_\_ vide Deed of Conveyance dated \_\_\_\_\_ registered as Document No. \_\_\_\_\_ in Additional Book No. \_\_\_\_\_ Vol. No. \_\_\_\_\_ page \_\_\_\_\_ in the office of the Sub-Registrar, Delhi on \_\_\_\_\_.

3. AND WHEREAS the donor out of love and affection for his/her \_\_\_\_\_ donee, is desirous of making a gift of the said property to the donee.

4. NOW THIS DEED WITNESSETH AS FOLLOWS :-

(1) That in consideration of the natural love and affection of the donor for the donee, the donor hereby transfers to the donee free from all encumbrances ALL the property described in the schedule hereto TO HOLD the same unto the donee absolutely for ever.

(2) Market value of the property hereby gifted is Rs. \_\_\_\_\_. The donee hereby accepts the said transfer.



**THE SCHEDULE ABOVE REFERRED TO**

All that \_\_\_\_\_ floor, flat bearing No. \_\_\_\_\_ Block No. \_\_\_\_\_ Pocket No. \_\_\_\_\_ in DDA Housing Estate at \_\_\_\_\_ New Delhi with all rights and easements appurtenant there to.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands on the day and year first above mentioned.

Signature of the Donor

Signature of the Donee

Witnesses:

Signature	Name	Occupation	Address
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(1)

(2)

\*This specimen of Gift Deed may be used with such amendments as may be necessary depending on the nature and circumstances of the Gift.