

**GUIDELINES FOR
TRANSFER OF ALLOCATION/ALLOTMENT OF
FLAT IN DEATH CASE**

HOUSING DEPARTMENT
DELHI DEVELOPMENT AUTHORITY

TRANSFER OF ALLOCATION/ALLOTMENT OF FLAT IN DEATH CASE

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

- Affidavit regarding survived legal heirs from the transferee on Non-judicial stamp paper of Rs. 10/- duly attested.
- Relinquishment Deed on Rs. 100/- non-judicial stamp paper duly registered.
- Undertaking from the transferee on non-judicial stamp paper of Rs. 10/- duly attested.
- Indemnity Bond from the transferee on Rs. 100/- non-judicial stamp paper duly attested
- Death Certificate in original.
- 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 gazed officer, or
 - Passport, etc.duly attested by the gazed officer, and
 - Ration card duly attested by the gazed officer
- For SFS flats bank guarantee duly renewed if applicable.
- Photograph and three signatures duly attested of the transferee duly attested by the gazed officer

AFFIDAVIT

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

1. That Sh./Smt. _____ son/wife/daughter of
Sh. _____ was allottee of Flat No. _____ Block No. _____ Pkt
No. _____ in _____ Residential Scheme, Delhi/New Delhi.
2. That Shri/Smt _____ son/wife/daughter of Sh. _____ resident
of _____ was my father/mother/son/daughter, etc.(Relationship).
3. That the said Shri/Smt _____ has died on _____ at _____.
4. That the mother of the deceased late Shri _____ is not alive;

or

That the mother of the deceased late Shri. _____ is alive and she has executed
the Relinquishment Deed in favour of the deponent.

5. That the said late Shri/Smt _____ is survived by the following are the legal
heirs;

Sl No.	Name	Age	Relationship with the Deceased	Address
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- i)
- ii)
- iii)
- iv)
- v)

6. That there are no other legal heirs except mentioned above in para 5.
7. That the deceased has not left behind any registered/unregistered WILL in respect of the
property mentioned above.
8. That I, my husband/wife, dependent relations and minor children do not own any plot or flat in
Delhi except, one being requested for transfer after death of my husband/wife
Shri/Smt. _____.

VERIFICATION :

I, the above named deponent do hereby verify that the contents of paras 1 to 8 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

RELINQUISHMENT DEED

This Deed of relinquishment is executed on this day of _____ 199____ by Shri/Smt _____ son/wife/daughter of Sh. _____ Resident of _____ (hereinafter called "the Executant") in favour of Sh./Smt. _____ son/wife/daughter of Shri _____ resident of _____

2. WHEREAS Shri/Smt. _____ son/wife/ daughter of Sh. _____ (hereinafter called "the Allottee") had been allotted a flat bearing No. _____ Block No. _____ Pocket No. _____ in _____ Residential Scheme (hereinafter called "the flat") by the Delhi Development Authority vide letter No. _____ dated _____ or Conveyance Deed dated _____ registered at Sl.No. _____ in Addl. Book No. _____ Vol. No. _____ at pages _____ to _____ before the Sub-Registrar, Delhi/New Delhi, Sub Distt. No. _____.

3. And whereas the allottee has died on _____ at _____ and is survived by the following legal heirs.

Sl No.	Name	Age	Relationship
1)			
2)			
3)			
4)			
5)			

4. And whereas _____ share in the flat has devolved upon the Executant upon the demise of the allottee.

5. And whereas the Executant wishes to relinquish his/her share in the flat as mentioned hereinabove in favour of Shri/Smt. _____ son/wife/daughter of Shri _____ Resident of _____ who is also one of the legal heirs of the Allottee.

6. Pursuant to his/her wish as mentioned above, the Executant hereby releases and relinquishes all his/her rights, interests, shares in the flat and hereby declare and affirms that he/she will have no claim, right or interest in the flat and the same vests absolutely in Shri/Smt. _____.

In witness whereof the Executant has signed this deed on the date first hereinabove mentioned.

EXECUTANT

WITNESSES :

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 Executant") in favour of the Delhi Development Authority (hereinafter called "the Authority"). The expression "the Executant" 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 the allottee had not become one member of the Registered Agency of Block No. _____ wherein the flat allotted to him/her is situated and he/she died on _____ before the completion of the various formalities, required to be performed by him/her under the Regulation including the execution and registration of the documents provided in the Regulations and undertaking that he/she shall not make any additions or alterations in the flat without prior permission in writing from the Authority.

5. And whereas the allottee is survived by the following legal heirs:-

Sl No.	Name	Age	Relationship with the deceased
1.			
2.			
3.			
4.			

6. And whereas the said legal heirs approached the Authority for transfer of the rights, title and interest of the allottee in favour of Sh./Smt. _____ son/wife/daughter of Shri _____ who is also one of the allottee and the Authority has agreed to do so on the faith and representation of the said legal heirs on the conditions that the Executant gives an undertaking that he/she shall abide by all the terms and conditions mentioned in the Regulations and the deed appended thereto, e.g., the Hire Purchase Tenancy Agreement/Conveyance Deed for the flat and joint lease deed for the land under the appurtenant to the flats, and shall sign and execute the same with the Authority and get the same registered at his 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, he/she shall be responsible for looking after the common services attached to the flat and that he/she shall constitute and become a member of the Registered Agency prescribed under the Regulations.

7. Now this undertaking is executed by the Executant with full assurance to the Authority to the effect that he/she shall abide by the terms and conditions that are set forth in the D.D.A. (Management and Disposal of Housing Estates) Regulations, 1968, the documents appended thereto or may be set forth in the Hire Purchase Tenancy Agreement, conveyance deed for the flat and the joint lease deed for the land under and appurtenant to the flats by the Delhi Development Authority and get the same registered at his/her 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 as 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 he/she shall be responsible for looking after the maintenance of common services attached to the flat. The executant further undertakes that he/she shall constitute and become a member of the Registered Agency prescribed under the Regulation 38 of the Regulations and abide by the Constitution, a model form of which he/she has read and understood.

8. He/she further undertake not to make any additions and alterations in the dwelling unit to be transferred to him without obtaining prior permission in writing from the DDA. It will be open to

the Authority to cancel the allotment and resume the possession of the dwelling unit, if he/she fails to fulfill the undertaking given herein.

9. In witness thereof the undertaking has been signed by the Executant in the presence of the witnesses on the date mentioned herein above.

EXECUTANT

In the presence of :

WITNESSES :

	Signature	Name	Occupation	Address
1.				
2.				

INDEMNITY BOND

This indemnity bond is made on this _____ day of _____ 199____ by Sh./Smt. _____ son/wife/daughter of Sh. _____ r/o _____ (hereinafter called "the Executant") in favor of Delhi Development Authority through its Vice Chairman (hereinafter called "the Authority"). The expression "the Executant", shall, unless the context requires a different and another meaning include his heirs, successors, legal representatives, 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 Sh./Smt. _____ son/wife/daughter of Shri _____ resident of _____ (hereinafter called "the allottee) 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 by the Authority under the S.F.S./M.I.G./L.I.G./Janta category.

3. And whereas Sh _____ the allottee has ded on _____ and is survived by the following legal heirs :-

Sl. No.	Name	Age	Relationship with the deceased
1.			
2.			
3.			
4.			

4. And whereas the legal heirs of the Allottee had represented to the Authority to transfer rights , title and interest of the allottee in favour of Sh./Smt. _____ son/wife/daughter of Shri _____ resident of _____ who is also one of the legal heirs of the allottee.

5. And whereas the Authority has agreed to transfer the rights, title or interest of the allottee to the Executant subject to the condition that the Executant executes an Indemnity Bond in favour of the Authority indemnifying the Authority against any loss or damage that it may sustain or any action that may be brought against it on account of allowing transfer of the flat in favour of the Executant.

6. Therefore, in consideration of the aforesaid agreement, the Executant hereby indemnifies and shall always keep the Authority indemnified against any loss or damage that it may sustain by transferring the rights, title or interest of the allottee in his favour or any claim, proceedings or litigation that may be taken out or brought against it or arising out of or in connection with the transfer of rights, title or interest of the allottee in favor of the executant.

7. In witness thereof this deed has been signed and delivered by the Executant to the Authority on the date first mentioned hereinabove.

EXECUTANT

Witnesses :

Signature	Name	Occupation	Address
1.			
2.			