

**GUIDELINES FOR TRANSFER/MUTATION OF RESIDENTIAL  
PLOTS**

**LAND DISPOSAL DEPARTMENT**

MUTATION OF RESIDENTIAL PLOTS IN DEATH CASES [WHERE ON "WILL" HAS BEEN LEFT BY THE ALLOTTEE/LESSEE/SUB-LESSEE

Documents required:

1. Affidavit
2. Indemnity Bond
3. Relinquishment Deed.
4. Death Certificate in Original
5. Proof of relationship, viz., copy of ration card, or copy of passport or copy of voter's identity card, duly attested by gazetted officer/Notary Public/Magistrate
6. NOC or redemption deed, if plot is mortgaged.
7. One photograph & Three Specimen Signatures of mutatee duly attested by Class I Gazetted Officer/1st class Magistrate.
8. NOC from the society (In case of a Society plot)
9. Copy of "D" form/completion Certificate duly attested.

**AFFIDAVIT**

I.....S/o,D/o,W/o Sh. ....  
aged.....R/o.....do hereby solemnly affirm and  
declare as under:

1. That Sh./Smt.....S/o,,D/o,W/o Sh. ....R/o.....  
.....was allottee/lessee/sub-lessee of plot no..... in .....vide letter  
no.....dt.....vide lessee/sub-lessee deed dt..... regd. As on..... in Addl.  
Book No.....volume No..... pages.....to.....on.....
2. That Sh./Smt.....S/o,D/o,W/o was my father/mother/son/daughter/husband  
(give relationship).
3. That the said Shri/Smt.....had died on..... at ..... without  
leaving any will/Leaving behind will, which is genuine and may be acted upon.
4. That Said Late Shri/Smt.....is survived by the following legal heirs:-

Sr.No.	Name	Relationship With the deceased	Residential address
1.			
2.			
3.			
4.			
5.			
6.			

but only..... are the legatees/beneficiaries under the said will.

5. That the mother of the deceased allottee/lessee/sub-lessee is not alive.
6. That I shall abide by the terms and conditions of Allotment/sub-lease deed/lease deed.
7. That I shall abide by the terms and conditions of mutation, in case it is found out tha the  
same had been obtained by fraud, mis-statement or concealment of facts.
8. That said plot/property No.....is at present free from all encumbrances and  
had not been mortgaged earlier/had been mortgaged earlier for which N.O.C./redemption  
deed is being submitted

DEPONENT

VERIFICATION

Verified at Delhi on this.....day of.....199.....that the contents of paras 1 to 8 of my  
above affidavit are correct to the best of my knowledge and the same are delivered by me to be  
true and nothing material has been concealed therefrom.

DEPONENT

**INDEMNITY BOND**

(on Non Judicial stamp paper of Rs. 10/- and duly registered with the Sub-Registrar or attested by Notary Public )

This Bond is made this .....day of ..... 19.... By Shri.....son of Shri.....R/o.....[herein after called the Executant(s)] in favour of the President of India [hereinafter called the lessor].

WHEREAS in records of the Lessor the land bearing Plot no..... situated in Block No.....of the residential Scheme, Delhi/new Delhi and measuring.....sq.yrd./mts. stands in the name of our/my ..... Sh/Smt.....by virtue of lease/sub-lease deed registered as document No. ....entered in Addl. Book No..... volume No..... at pages ..... to ..... on.....with the Sub Registrar,New Delhi/vide allotment letter No..... dated .....

AND WHEREAS our/my .....the said Shri/Smt.....died intestate on .....as his/her only legal heirs and Shri.....has/have relinquished all his/her/their rights, title or interest in the said land in our/my favour.

AND WHEREAS on our/my name in place of the name of our/my application to the Lessor to substitute in its records our/my name in place of the name of our/my Sh./Smt.....deceased lessee/sub-lessee in respect to of the said land, the Lessorthrough the Delhi Development Authority has agreed to do so on our/my first executing Bond to indemnify the lessor against its losses of damages which it may sustain by reason of any claims which may be set up by other persons claiming to be the heirs of our/my deceased .....Sh/Smt.....

WHEREAS in consideration to the aforesaid agreement,the Executant[s] .....r/o..... and his/her heirs, successors, executors and administrators jointly and severally undertake to keep lessor harmless and indemnified against all claims whatsoever against the aforesaid plot of land or in respect thereof together with all interests , losses, damages, penalty, action and demand and cost of all kind whatsoever arising out of this transfer/mutation.

IN WITNESS WHEREOF I/WE.....S/O Sh.....  
Resident of.....signed and delivered this Bond on  
this.....day of.....19.....

WITNESS

EXECUTANT/MUTATEE

- 1.
- 2.

**RELINQUISHMENT DEED**

(On Non-Judicial stamp paper worth Rs.10/- to be registered with Sub-Registrar)

THIS DEED OF Relinquishment is executed on this.....day of ..... 199..... by Shri/Smt.....S/o,D/o,W/o Shri..... Delhi/New Delhi (hereinafter called "The releasers") in favour of Shri/Smt.....W/o,D/o,S/o Sh .....  
.....R/o.....  
[hereinafter called "The Releasee{S}"]

WHEREAS the late Sh./Smt.....S/o,D/o,W/o.....  
R/o.....hereinafter called "The allottee/Auction Purchaser/Lessee/Sub-Lessee" had been allotted/leased/Sub-leased plot bearing No.....Block No.....situated at.....[hereinafter called "The Plot"] vide letter No.....dated..... at page.....to..... on.....before the Sub-Registrar Sub-District No..... Delhi/New Delhi.

AND WHEREAS the allottee/auction purchaser/Lessee Sub-lessee has died on ..... at .....(Place) and is survived by the following legal heirs:

S.No.	Name	Age	Relationship With the deceased	Residential address
1.				
2.				
3.				

AND WHEREAS .....share in the plot has developed upon the Releasor(s) upon the demise of the allottee/auction purchaser/lessee/Sub-lessee

AND WHEREAS the Releasor(s) wishes/wish to relinquish his/their share in the plot as mentioned herein above in favour of ..... the release(s), who is/are also the legal heirs of the allottee/auction purchaser/lessee/sub-lessee.

Pursuant to his/her/their wish mentioned above, the Releasor(s) hereby release/release and relinquishes/relinquish all his/her/their share in the plot and hereby declares and affirm(s) that he/she/they or his/her/their heirs, successors, executor and administrators shall have no claim, right or interest in the plot and the same shall vest absolutely in Shri/Smt.....S/o,D/o,W/o Sh..... the releasee(s).

IN WITNESS WHEREOF THE Releasors has/have signed this deed on the date first herein above mentioned.

Releasor(s)

WITNESSES:

- 1.
- 2.

Note: 1. In case of sub-lessee's married daughter, the name of father as well as husband with surnames be mentioned for proper identification.

2. In case mother of allottee/lessee/sub-lessee is alive, her name is also to be indicated as legal heirs,
3. In case of registered plot, details of registry are to be given

4. In case all the surviving legal heirs of the deceased/allottee, lessee/sub-lessee are applying for mutation in their favour, this relinquishment deed is not required.

(strike out whichever is not applicable)

MUTATION OF RESIDENTIAL PLOTS ON THE BASIS OF WILL IN FAVOUR OF FAMILY MEMBERS

Documents required:

10. Affidavit
11. Indemnity Bond
12. In case the "Will" is unregistered NOCs from all the class I legal heirs for mutation in favour of legatee.
13. Certified copy of the "Will" left by the allottee/lessee/sub-lessee.
14. Death Certificate in Original
15. Proof of relationship, viz., copy of ration card, or copy of passport or copy of voter's identity card, duly attested by gazetted officer/Notary Public/Magistrate
16. Copy of "D" form/completion Certificate
17. One photograph & Three Specifimen Signatures of mutatee duly attested by Class I Gazetted Officer/1st class Magistrate.
18. NOC or redemption deed, if plot is mortgaged.
19. NOC from the society (In case of a Society plot)

(On Non-Judicial stamp paper of Rs. 2/-)

**AFFIDAVIT**

I,.....S/o,D/o,W/o Shri.....aged.....R/o..... do hereby solemnly affirm and declare as under:

1. That Shri/Smt..... S/o,D/o,W/o Shri..... was allottee/lessee/sub-lessee of Plot No.....in.....vide allotment letter No .....dated .....vide lease/sub-lease deed dt.....
2. That the said Shri/Smt.....had died on ..... at .....leaving behind will in my favour/infavour of ...../The Probate in respect of the said will has been granted by Sh.....District Judge, Delhi on..... in case No .....
3. That Shri/Smt.....S/o, D/o, W/o was my father/mother/son/daughter/husband{give relationship}.
4. That said Late Sh./Smt. ....Is survived by the following legal heirs:-

S.NO.	NAME	AGE	RELATIONSHIP WITH THE DECEASED	RESIDENTIAL ADDRESS
-------	------	-----	--------------------------------	---------------------

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
5. That the mother of the deceased/sub-lessee is alive/not alive.
6. That I shall abide by the terms and conditions of Allotment/Sub- lease Deed/Lease deed.
7. That I shall have no objection for termination, in case of mis-statement or concealment of facts on my part.
8. That the said plot/property No.....is at present free from all encumbrances and had not been mortgaged earlier/had been mortgaged earlier for which NOC/Redemption Deed is being submitted.
9. That the Plot referred to above had not been passed on to the legatee during the life time of the Testator.
10. That no consideration whatsoever had passed on to the Testator and no GPA and Sale Agreement was executed by the Testator in respect of their plot/property

DEPONENT

Verification:

I, the above named Deponent hereby verify at Delhi/new Delhi on this..... Day of 19..... that the contents of paras 1 to 10 of my above affidavit are correct to the best of my knowledge and belief by me to be true and that nothing material has been concealed therefrom.

DEPONENT



Note: Delete whichever not applicable.

**INDEMNITY BOND**

(on Non Judicial stamp paper of Rs. 10/- and duly registered with the sub-registrar/or attest by Notary Public)

This Bond is made this .....day of ..... 19....Shri.....son of Shri.....R/o.....[herein after called the Executant] in favour of the President of India [hereinafter called the lessor].

WHEREAS in records of the Lessor the land bearing Plot no..... situated in Block No.....of the residential Scheme, Delhi/new Delhi and measuring.....sq.yrd./mts. stands in the name of/our my ..... Sh/Smt.....by virtue of lease/sub-lease deed registered as document No. ....entered in Adtl. Book No..... at volume No.....on .....with the Sub Registrar,New Delhi/vide allotment letter No..... dated .....

AND WHEREAS our/my .....the said Shri/Smt.....died intestate on .....as his/her only legal heirs and Shri.....has/have relinquished all his/her/their rights, title or interest in the said land in our/my favour.

AND WHEREAS on our/my name in place of the name of our/my application to the Lessor to substitute in its records our/my name in place of the name of our/my Sh./Smt.....deceased lessee/sub-lessee in respect to of the said land, the Lessorthrough the Delhi Development Authority has agreed to do so on our/my first executing Bond to indemnify the lessor against its losses of damages which it may sustain by reason of any claims which may be set up by other persons claiming to be the heirs of our/my deceased .....Sh/Smt.....

WHEREAS in consideration to the aforesaid agreement,the Executant[s] .....r/o..... and his/her heirs, successors, executors and administrators jointly and severally undertake to keep lessor harmless and indemnified against all claims whatsoever against the aforesaid plot of land or in respect thereof together with all interests , losses, damages, penalty, action and demand and cost of all kind whatsoever arising out of this transfer/mutation.

IN WITNESS WHEREOF I/WE.....S/O Sh.....  
Resident of.....signed and delivered this Bond on  
this.....day of.....19.....

WITNESS

EXECUTANT/MUTATEE

- 1.
- 2.

On non-judicial Stamp Paper of Rs. 2/-

I, .....S/o,W/o,D/o.....aged.....R/o.....  
.....do hereby solemnly affirm and declares as under:-

1. That I am the legal heir of Sh.Smt.....deceased allottee/auction purchase/lessee/sub-lessee of Plot No.....of.....Resi. scheme, being his/her .....[relationship] and accept the contents of the "WILL" dated.....left behind by the deceased allottee/auction purchaser/lessee/sub-lessee and have no objection if the said plot is mutated in favour of Shri/Smt.....whoc is the legatee as per the said "WILL".

DEPONENT

VERIFICATION:

I, the above named Deponent, do hereby verify that the contents of my above affidavit are correct to the best of my knowledge and belief by me to be true and that nothing material has been concealed therefrom.

Verified on this.....day of .....19..... at New Delhi/Delhi.

DEPONENT

MUTATION OF RESIDENTIAL PLOTS ON THE BASIS OF WILL OUTSIDE  
BLOOD RELATIONS

1. Affidavit
2. Indemnity Bond
3. Certified copy of "Will" left by allottee/lessee/subleasee
4. Original Death Certificate
5. Copy of Ration Card or copy of Passport or copy of voter's identity card etc. duly attested
6. Copy of "D" Form/Completion Certificate
7. One photograph and three specimen signatures of mutatee duly attested by Class I gazetted Officer.
8. NOC or redemption deed, if plot is mortgaged
9. A certified copy of assessment order of Income Tax and House Tax receipt showing the name of the person in whose name property is being assessed.
10. Proof of payment of Ground Rent from the society [in case of a Co-operative Society Plot]

[On Non-judicial stamp paper of Rs.2/-]

**AFFIDAVIT**

I,..... S/o, D/o, W/o Shri .....aged .....R/o  
.....do hereby solemnly affirm and declare as under:-

1. That Shri.....S/o, D/o, W/o Shri.....was allottee/lessee/sub-lessee of Plot No.....in .....vide allotment letter .....dated .....vide lease/sublease deed dated.....
2. That Shri/Smt.....S/o,W/o,D/o .....R/o .....was my father/mother/son/daughtyer/husband [give relationship]
3. That the said Shri/Smt.....has died on .....at .....leaving behind will dated .....in my favour/in favour of .....the said will has been probated on .....in case No .....by Shri.....District Judge, Delhi.
4. That late Sh/Smt.....is survived by the following legal heirs:-

S.No.	Name	Age	Relationship With the Deceased	Residential address
1.				
2.				
3.				
4.				
5.				
5.	That the mother of the deceased/sub-lessee is alive			
6.	That I shall abide by the terms and conditions of Allotment /sub-lease deed/lease Deed.			
7.	That I shall have no objection for termination of mutation, in case of mis-statement or concealment of fact on my part.			
8.	That the said plot/property No.....is at present free from all encumbrances and had not been mortgaged earlier/had been mortgaged earlier for which NOC/Redemption Deed is being submitted			
9.	That the plot/property referred to above had not been passed on to the legatee during the life time of the Testator			
10.	That no consideration whatsoever had passed on to the Testator and no GPA and Sale Agreement was executed by the Testator in respect of the property.			

DEPONENT

Verification

I, the above named Deponent, do hereby verify at Delhi/new Delhi on this ..... day of .....199..... that the contents of para 1 to 10 of my above affidavit are correct to the best of my knowledge and belief by me to be true and that nothing material has been concealed therefrom.

DEPONENT

Note: Strike out which is not applicable

**INDEMNITY BOND**

{On Non-judicial Stamp Paper of Rs.10/- and duly registered with the Sub-Registrar/or attested by Notary Public}

This Bond is made this .....day of .....19...Shri .....son of Shri .....R/o.....[hereinafter called the Executant] in favour of the President of India{Lessor} through Delhi Development Authority.

WHEREAS in the records of the Lessor the land bearing Plot No..... situated in block No.....of the residential Scheme, Delhi/New Delhi and measuring ..... Sq.Mtrs. stands in the name of our/my.....Sh./Smt.....by virtue of Allotment Letter No..... Dt .....vide lease/sub-lease deed registered as document No..... entered in Addl. Book No..... Volume No..... at page..... to ..... On ..... with the Sub-Registrar, New Delhi

AND WHEREAS our/my..... the said Shri/Smt.....died on .....leaving behind Shri.....as his/her only legal heirs. He had left behind a will dated ..... whereby he had bequeathed the said land in our/my favour. The said will is registered and probate has been granted by Shri.....Distt. Judge, Delhi vide orders dt ..... In probate case No.....

AND WHEREAS we/I/are/am now the sole claimants to the said land and have filed an affidavit to that effect.

AND WHEREAS on our/my application to the Lessor through the Delhi Development Authority to substitute in its records our/my name in place of the name of deceased leasee/sub-lessee Shri/Smt.....in respect of the said, land, the Delhi Development Authority has agreed to do so on our/my first executing Bond to indemnify the lessor against all losses or damages which it may sustain by reason of any claims which may be set up by persons claiming to be the heirs of our/my deceased ..... Shri/Smt.....

WHEREAS in consideration to the aforesaid agreement the Executant[s] .....R/o .....and his/her heirs, successors, executors and administrators jointly and severally undertake to keep lessor harmless and indemnified against all claims whatsoever against the aforesaid plot of land or in respect thereof together with all interests, losses, damages, penalty , action and demand and cost of all kind; whatsoever arising out of this transfer/mutation.

IN WITNESS WHEREOF I/WE.....son of shri .....R/o .....signed and delivered this Bond on this.....day of.....199....

WITNESSES:  
1.  
2.

EXECUTANT(MUTATEE)

[Strike out whichever is not applicable]

SUBSTITUTION OF NAME/INCLUSION OF NAME IN THE LEASE DEED/SUB-LEASE DEED  
BY WAY OF GIFT DEED

Document required

1. Affidavit of Donor
2. Affidavit of Donee
3. Indemnity Bond[to be submitted by Donor]
4. Indemnity Bond[to be submitted by Donee]
5. Gift deed [[substitution of name of family member]
6. Gift deed [inclusion of name of family member]
7. Proof of relationship of donee with the donor viz., copy of passport or copy of ration card or voter's identity cards etc. duly attested.
8. One photograph and three specimen signatures of donee duly attested by Class I Gazetted Officer/Magistrate 1st class
9. No dues Certificate from the Society in case of a Cooperative Society

Affidavit on non judicial stamp paper of Rs. 2/- to be attested by 1<sup>st</sup> class Magistrate, or Notary Public. In case of attestation by Notary Public, a Notarial Stamp of Rs. 3/- is also to be affixed on the affidavit

**AFFIDAVIT OF DONOR**

Affidavit of .....W/o,S/o,D/o Shri.....R/o  
.....

I,.....S/o,D/o,W/o.....do hereby solemnly affirm and declare as under:-

1. That I hold the following vacant land/land with building as lessee/sub-lessee/allottee:-

**DETAILS OF PROPERTY**

Particulars	Location	Area	Vacant/ Blt.up	Capacity in which held
Property/ Land				

2. That I wish to gift the said land/property to Shri/Smt..... S/o,D/o,W/o .....R/o ..... out of natural love and affection
3. That Sh./Smt.....S/o,D/o,W/o..... is my [give relationship] and related to me by blood/is not related to me.
4. The said plot/property No.....is at present free from all encumbrances and had not been mortgaged earlier/had been mortgaged with ..... and now it has been redeemed.
5. That I am applying for the first time for transfer of the above property and at no point of time to sell, transfer, gift or otherwise alienate the said property was refused to my permission.

DEPONENT

**VERIFICATION**

I, the above named Deponent do hereby verify at Delhi on this ..... Day of 19.... That the contents of my above affidavit are correct to the best of my knowledge and belief by me to be true and nothing material has been concealed therefrom.

DEPONENT



**AFFIDAVIT BY PURCHASER/TRANSFeree**

Affidavit of Shri./Smt.....S/o,D/o,W/o .....R/o .....I, .....S/o,D/o,W/o.....do hereby solemnly affirm and declare as under:

1. That Shri/Smt.....S/o,D/o,W/o.....R/o .....is my son/daughter/wife/husband/father/brother/sister and we are members of the same family /is not related to me.
2. That said Shri./Smt.....is the lessee/Sub-lessee/allottee of Plot No ..... Block No..... in ..... Scheme, new Delhi/Delhi and wishes to gift the same to me out of natural love and affection.....[if for any other reason, then mention here].
3. That I shall accept the gift of the said property.
4. That I shall abide by all the terms and conditions of allotment of the said plot/sub-lease deed/lease deed executed by the lessor in favour of the said Shri/Smt..... ..

DEPONENT

Verification:-

I, the above named Deponent do hereby do hereby verify at Delhi on this ..... day of .....19.... that the contents of my above affidavit are correct to the best of my knowledge and belief by me to be true and nothing material has been concealed therefrom.

DEPONENT

**INDEMNITY BOND**

THIS BOND is made this ..... day of .....19..... by Shri./Smt.....  
S/o,W/o,D/o .....R/o.....[hereinafter called "the Transferor" in  
favour of the President of India [hereinafter called "the Lessor".

WHEREAS the Transferor hold a lease/sub-lease in respect of Plot No ..... Block  
No..... situated at ..... Measuring ..... sq.mtrs/yds.[hereinafter called" the Plot"]from  
the Lessor by virtue of lease/sub-lease deed entered in Addl. Book No..... Volume No..... at  
pages..... to ..... on .....with the Sub-Registrar, New Delhi/Delhi.

AND WHEREAS the Transferor wishes to gift his plot lease/Sub-lease hold  
rights/unspecified share in the lease/sub-lease hold rights plot no.....S/o.....  
R/o.....[hereinafter called "the Transferee"] out of love and affection [or other reason  
specify here] after having obtained necessary permission of the Competent Authority under the  
Urban Land [ceiling & Regulation] Act, 1976 which was conveyed to the Transferor vide letter  
No..... dated.....

AND WHEREAS the lessee/Sub-lessee[Transferor] has applied to the Lessor under the  
terms If lease/sub-lease for grant of permission to transfer unspecified share/lease hold rights in  
the plot to the Transferee on the same terms and conditions as contained in the said lease/sub-  
lease deed dated.....

AND WHEREAS on the faith of representation made by the transferor/Transferee, the  
Lessor has agreed to give consent to the lessee/sub-lessee for transfer of his/her unspecified  
share/lease hold rights provided the transferor/transferee furnsh indemnity Bond to the lessor  
indemnifying the Lessor against all losses or damages that it may sustain on account of giving  
consent for the transfer.

Therefore, in consideration of the aforesaid agreement, the said Shri./Smt  
..... W/o,D/o,S/o.....R/o.....and his/her successor,  
executor and administrators jointly and severally undertake to keep the Lessor harmless and  
indemnified against all losses of damages, whatsoever that may be sustained by it or any claim  
litigation, proceedings, etc., that may be taken out against it, or in respect thereof, whatsoever  
arising out of the transfer of unspecified share/lease hold rights in the plot in favour of the  
transferee.

IN WITNESS whereof, the transfereor Shri.Smt.....S/o,D/o,W/o.....  
R/o..... has signed this bond on the date, mentioned the year first mentioned  
hereinabove.

TRANSFEROR

Witness:-

- 1.....  
.....  
.....
- 2.....  
.....  
.....

**INDEMNITY BOND (BY DONEE)**

THIS BOND is made on this \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_ by Sh./Smt. \_\_\_\_\_ S/o, W/o, D/o \_\_\_\_\_  
\_\_\_\_\_ R/o \_\_\_\_\_ [hereinafter called "the  
Transferee"] in favour of the President of India [hereinafter called "the Lessor"].

WHEREAS the Sub-lease/leasehold rights in respect of  
plot No. \_\_\_\_\_ Measuring \_\_\_\_\_ sq.mtrs./yds. [hereinafter  
called "the plot"] leased out by the POI [hereinafter called "the Lessor"] vest by virtue of lease  
deed/Sub-lease deed registered as document No. \_\_\_\_\_ in Addl. Book  
No. \_\_\_\_\_ in Volume \_\_\_\_\_ No. \_\_\_\_\_ at \_\_\_\_\_  
pages \_\_\_\_\_ to \_\_\_\_\_ on \_\_\_\_\_ Sub-Registrar, New Delhi, in  
Sh./Smt. \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_ R/o \_\_\_\_\_  
[hereinafter called "the Transferor"]

AND WHEREAS the Transferor wishes to gift the Sub-lease hold rights in the plot to the  
Transferee out of natural love and affection [or if any other reason, then specify it here] after  
having obtained necessary permission of the Competent Authority under the Urban Land (Ceiling  
& Regulation) Act, 1986, which was conveyed to the Transferor vide letter No. \_\_\_\_\_  
dated \_\_\_\_\_.

AND WHEREAS the lessee/sub-lessee [Transferor] has applied to the Lessor under the  
terms of Sub-lease/lease for grant of permission to gift unspecified share/lease/sub-lease hold  
rights in the plot to the transferee;

AND WHEREAS the aforesaid transferee has agreed to accept gift of unspecified  
share/Sub-lease hold rights in the said plot;

AND WHEREAS the lessee/sub-lessee has applied to the Lessor under the terms of  
lease/sub-lease for grant of permission to transfer unspecified share/sub-lease/lease hold rights  
in favour of the transferee on the same terms and conditions as contained in the said Sub-  
lease/lease dated \_\_\_\_\_.

AND WHEREAS on the faith of representation made by the transferor/transferee the  
Lessor has agreed to give consent to the Lessee/Sub-lessee for transfer of his/her unspecified  
share/Sub-lease/lease hold rights, if the transferor/transferee furnish indemnity bond to the  
Lessor indemnifying the Lessor against all losses or damages that it may sustain on account of  
giving consent for the said transfer;

AND WHEREAS the transferor \_\_\_\_\_ S/o, D/o,  
W/o Sh. \_\_\_\_\_ also hereby give an undertaking to  
the effect that transferred property bearing No. \_\_\_\_\_ Block No. \_\_\_\_\_ in \_\_\_\_\_  
Residential Scheme, he shall not purchase any residential plot/flat from any Co-operative House  
Building Societies or land holding Deptt. in Delhi or Delhi Development Authority.

Therefore, in consideration of the aforesaid agreement, the said Sh./Smt. \_\_\_\_\_  
S/o, W/o, D/o \_\_\_\_\_ R/o \_\_\_\_\_ and  
his/her heirs, successors, executor and administrator jointly and severally undertake to keep the  
Lessor harmless and indemnified against all losses or damages what so ever that may be  
sustained by it or any claim, litigation, proceedings, etc. that may be taken out against it, or in  
respect thereof, what so ever arising out of the transfer of unspecified share/lease/sub-lease hold  
right in the plot in favour of the transferee.

IN WITNESS whereof, the Transferee Shri./Smt \_\_\_\_\_ S/o,  
D/o,  
W/o \_\_\_\_\_ R/o \_\_\_\_\_ has  
executed this Bond on the date, month and year first mentioned herein above.

TRANSFEEE

Witness :

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

[ TO BE REGISTERED ]  
**SPECIMEN GIFT DEED**

This deed of gift is made at Delhi on this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by Sh./Smt. \_\_\_\_\_ [name of Sub-Lessee/Lessee] S/o \_\_\_\_\_ R/o \_\_\_\_\_ New Delhi/Delhi [hereinafter called the donor].

In favour of Shri./Smt \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_ [hereinafter called the Donee].

WHEREAS the Donor has acquired lease/Sub-lease hold rights in Plot of land bearing No. \_\_\_\_\_ measuring \_\_\_\_\_ and situated in \_\_\_\_\_ New Delhi are bounded as under :-

North :

South :

East :

West :

By virtue of the lease/sub-lease deed granted by the President of India through the Delhi Development Authority duly registered at No. \_\_\_\_\_ in addl. Book No. \_\_\_\_\_ Volume No. \_\_\_\_\_ on pages \_\_\_\_\_ to \_\_\_\_\_ dated \_\_\_\_\_ at the Office of Sub-Registrar, Delhi;

AND WHEREAS the Donor out of natural love and affection for Sh./Smt. \_\_\_\_\_ being his/her \_\_\_\_\_ [give relationship] hereby executes this deed of Gift in his/her favour.

Now this deed of Gift witnessth as under :-

1. That the Donor had applied to, and obtained the permission of the Competent Authority under the ULCR Act vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ to transfer the same in favour of the Donee.
2. That the Donor had applied to, and obtained the permission of the Lessor through Delhi Development Authority to transfer the said plot/property vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ by way of gift to the Donee.
3. That the Donor in pursuance of his wishes and the permission of the CA undee the ULCR Act, and the Lessor conveys and assigns the aforesaid plot of land with its Sub-lease/lease hold rights in favour of Sh./Smt. \_\_\_\_\_ the donee, along with all rights, title, interest, options, privileges, easements and appurtenances thereto as a gift out of natural love and affection for his/her and without any monetary consideration.
4. That the Donee hereafter shall be treated as the lessee/sub-lessee in respect of the aforesaid plot and the Donee shall be liable and bound by all the terms and conditions of the lease deed / sub-lease deed as mentioned in original lease/sub-lease executed in favour of the donor and registered on \_\_\_\_\_.
5. That the parties to the gift deed have jointly and severally given an undertaking to the Lessor that the Lessee/Sub-lessee granted to Shri \_\_\_\_\_ vide registered deed dated \_\_\_\_\_ in which the interest is now being transferred by this deed

shall stand automatically terminated if there is any change in the names of the lessee/sub lessee as on the date of execution of this deed without prior approval of the Lessor. This undertaking is agreed to be treated by the Lessor and the Lessee as one of the conditions of the lease mentioned in the original Deed dated\_\_\_\_\_.

That the Donee as lessee shall build upon the said plot according to the sanctioned plan and as per Rules and Regulations and bye-laws of the Delhi Development Authority and Municipal Corporation of Delhi and shall be liable to the lease money, ground rent, taxes, fees etc. of the said plot to the above stated authorities or such other authorities to whom he may be liable to pay.

IN WITNESS whereof this deed of gift is made at New Delhi/Delhi on the day, month and year first above written.

DONOR

I accept the above gift.

DONEE

**WITNESS NO. 1**

A : Signature\_\_\_\_\_

B : Name in Block Letter\_\_\_\_\_

C : Postal Address\_\_\_\_\_

**WITNESS NO. 2**

A : Signature\_\_\_\_\_

B : Name in Block Letter\_\_\_\_\_

C : Postal Address\_\_\_\_\_

**NOTE:** When the name of married sister is proposed to be substituted her father's name along with her husband would also be mentioned in the Gift Deed.

Inclusion of Name of family  
Member by way of Gift deed.

**GIFT DEED**

This deed of gift is made at Delhi on this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_ New Delhi, hereinafter called the donor.

In favour of Shri \_\_\_\_\_ R/o \_\_\_\_\_  
hereinafter called the Donee.

WHEREAS the Donor has acquired lease hold rights in Plot of land bearing No. \_\_\_\_\_  
measuring \_\_\_\_\_ situated in \_\_\_\_\_ and bounded as under :-

North :

South :

East :

West :

On the basis of lease/sub-lease deed granted by the President of India duly registered at  
No \_\_\_\_\_ in Book No. \_\_\_\_\_ Volume No. \_\_\_\_\_ on page \_\_\_\_\_  
to \_\_\_\_\_ at the Office of Sub-Registrar, New Delhi.

AND WHEREAS the Donee is the \_\_\_\_\_ [Relationship] of the  
donor, the lessee of the plot in question and out of love and affection the Donor hereby conveys  
up to the Donee \_\_\_\_\_ undefined lease hold share in the said plot with all rights, title,  
interest so as to make the Donee joint lessee of the said plot.

**NOW THIS DEED OF GIFT WITNESSTH AS UNDER :-**

1. That in pursuance of the above facts and circumstances, the lessee/Sub-lessee Donor conveys and assigns undefined share of the aforesaid plot with its lease-hold rights in favour \_\_\_\_\_ of the donee, along with all rights, joint title, joint interest, joint options, joint privilege, joint easements and joint appurtenances, thereto, as gift out of natural love and affection for being this real \_\_\_\_\_ and without any monetary considerations.
2. That the Donee and the Donor shall be treated as joint lessees in respect of the aforesaid plot and the Donee shall also be liable to be bounded by all the terms and conditions of the lease-deed/sub-lease deed as proposed by the lessor vide lease deed/sub-lease deed dated \_\_\_\_\_.

3. That the parties to the gift deed have jointly and severally given an undertaking to the Lessor that the lease/sub-lease granted to Shri \_\_\_\_\_ vide registered deed dated \_\_\_\_\_ in which interest is now being transferred by this deed shall stand automatically terminated if there is any change in the names of the lease/sub-lease as on the date of execution of this deed without the prior approval of the Lessor. This undertaking is agreed to be treated by the Lessor and the lessee/as one of the conditions of the lease mentioned in the original deed dated \_\_\_\_\_.

DONOR

DONEE

Witness :

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_



