

GIFT DEED

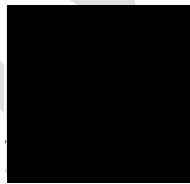
dated _____

By

Mr. A
(as the **"the Donor"**)

In favour of

Mr. B
(acting as the **"the Donee"**)



GIFT DEED

THIS **GIFT DEED** is made at [•] this [•] day of [•]

BETWEEN

MR A. [•] an adult, Indian inhabitant, having address at [•], hereinafter referred to as the “**DONOR**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors and administrators) of the **FIRST PART**;

AND

MR B [•] an adult, Indian inhabitant, having address at [•], hereinafter referred to as the “**DONEE**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors and administrators) of the **FIRST PART**;

WHEREAS:

- (A) The Donor is seized and possessed of the land and premises **[JC Comment: Please insert details of flat/land specific to the facts of the case]** situate at [•] and more particularly described in the Schedule hereunder written;
- (B) The Donee is related to the Donor as [•] **[JC Comment: Insert description of the nature of relationship between the Donor and the Donee. This is also critical from a stamp duty perspective.]**
- (C) The Donor desires to grant the said land and premises to the Donee as gift in consideration of natural love and affection as hereinafter mentioned;
- (D) The Donee has agreed to accept the gift as is evidenced by his executing these presents; and
- (E) The market value of the said property is estimated to be Rs. [•] (Rupees _____ Only)

NOW THIS DEED WITNESSETH that the Donor, without any monetary consideration and in consideration of natural love and affection which the Donor bears to the Donee doth hereby grant and transfer by way of gift the said land and premises situate at [•] and more particularly described in the Schedule hereunder written together with all and singular the buildings, and structures, thereon and all the things permanently attached thereto or standing thereon and all the liberties, privileges easements and advantages appurtenant thereto And all the estate, right, title, interest use, inheritance, possession, benefit, claims and demand whatsoever of the Donor To Have And To Hold the same unto and to the use of the Donee absolutely but subject to the payment of all

taxes, rates, assessments, dues and duties now and hereafter chargeable thereon to the Government or Municipality or other Local Authority.

AND he the Donor doth hereby covenants with the Donee –

- 1) That the Donor now has in himself, good right, full power and absolute authority to grant the said piece of land and other the premises hereby granted as gift in the manner aforesaid.
- 2) The Donee may at all times hereafter peaceably and quietly enter upon, have occupy, possess and enjoy the said piece of land and premises and receive the rents, issues, and profits thereof and every part thereof to and for his own use and benefit without any suit, lawful eviction, interruption, claim or demand whatsoever from or by the Donor or his heirs, executors, administrators and assigns or any person or persons lawfully claiming or to claim by, from, under or in trust for the Donor.
- 3) That the said land and premises are free and clear and absolutely and forever released and discharged or otherwise by the Donor and well and sufficiently saved, kept harmless and indemnified of and from and against all former and other estate, titles, charges and encumbrances whatsoever, had, made, executed, occasioned or suffered by the Donor or by any other person or persons lawfully claiming or to claim by, from, under or in trust for the Donor.
- 4) **AND FURTHER** that the Donor and all persons having or lawfully claiming any estate or interest whatsoever to the said land and premises or any part thereof from under or in trust for the Donor or his heirs, executors, administrators and assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Donee do and execute or cause to be done and executed all such further and other acts, Deeds, things, conveyances and assurances in law whatsoever for better and more perfectly assuring the said land and premises and every part thereof unto and to the use of the Donee in the manner aforesaid as by the Donee, his heirs, executors, administrators and assigns or counsel in law shall be reasonably required.

IN WITNESS WHEREOF the Donor as well as the Donee (by way of acceptance of the said gift) have put their respective hands the day and year first hereinabove written.

THE PERMENANT ACCOUNT NUMBER OF THE PARTIES ARE AS UNDER:

NAME	PAN NO.

THE SCHEDULE ABOVE REFERRED TO

---XXX---XXX---XX φ XX---XXX---XXX---

SIGNED AND DELIVERED by the)
with named **“The Donor”**)
in the presence of.....)
1. _____)
2. _____)

SIGNED AND DELIVERED by the)
with named **“The Donee”**))
in the presence of.....)
1. _____)
2. _____)

DATED THIS [●] DAY OF [●] 201[●]

BETWEEN

[●]

...DONOR

AND

[●]

...DONEE

GIFT DEED

DRAFT