

## DEED OF GIFT

THIS DEED OF GIFT IS MADE AND EXECUTED ON THIS [ ] DAY OF [ ] TWO THOUSAND AND TWENTY-[ ] ( [ ]/[ ]/202[ ] ) AT BANGALORE:

**BY**

**1. Mr./ Mrs. \_\_\_\_\_,**

**Son/Daughter/Wife of Mr./Mrs. \_\_\_\_\_,**

Aged about [ ] years,

PAN No.: [ ]

Aadhar No.: [ ]

**Permanent/Current** resident of [ ]

Hereinafter referred to as the **DONOR** (which expression shall unless the context otherwise requires, include his/her legal heirs, representatives, executors, administrators and successors) **OF THE ONE PART;**

**IN FAVOUR OF:**

**1. Mr./ Mrs. \_\_\_\_\_,**

**Son/Daughter/Wife of Mr./Mrs. \_\_\_\_\_,**

Aged about [ ] years,

PAN No.: [ ]

Aadhar No.: [ ]

**Permanent/Current** resident of [ ]

Hereinafter referred to as the **DONEE** (which expression shall unless the context otherwise requires, include his/her legal heirs, representatives, executors, administrators and successors) **OF THE OTHER PART.**

The DONOR and DONEE are hereinafter collectively referred to as "**Parties**".

**WHEREAS,**

- i. The **Schedule Property** described hereunder comprising the apartment, more fully described hereunder in **Schedule 'B' & 'C'** and hereinafter referred to as **Schedule 'B' and 'C'** together in the land, more fully described hereunder in **Schedule 'A'**, and

hereinafter referred to as **Schedule 'A'** is solely owned by the DONOR herein, and the DONOR has full right, title, and interest therein.

- ii. The **Schedule Property** was acquired by the DONOR, under a registered document bearing No. **VRT/1/00123/2008-09**, stored in CD No. **VRTD28** dated **07/06/2008** registered in the office of the Sub-Registrar of \_\_\_\_\_, Bangalore.
- iii. The DONOR herein is the absolute owner of the **Schedule Property** and has full right, power and authority to deal with and transfer the same in accordance with law.

#### **NOW THIS DEED OF GIFT WITNESSETH AS FOLLOWS:**

1. The DONOR out of natural love and affection and without any monetary consideration, hereby voluntarily, absolutely and irrevocably grants, conveys, transfers and gifts in favour of the DONEE the **Schedule Property** described in **Schedules 'B' & 'C'** together in the land described in **Schedule 'A'**, along with all easements, rights, privileges and appurtenances attached thereto to hold absolutely and forever.
2. The DONEE is the \_\_\_\_\_ **<relationship e.g. son/daughter/wife/husband/brother>** of the DONOR, and the DONOR bears deep natural love and affection towards the DONEE.
3. The DONEE hereby accepts the gift of the **Schedule Property** with full knowledge of the nature and extent of the interest transferred.

#### **COVENANTS BY THE DONOR**

3. That the DONOR has good, clear and marketable title to the **Schedule Property** and full and unobstructed power and authority to execute this Gift Deed.
4. The DONEE is the \_\_\_\_\_ **<relationship e.g. son/daughter/wife/husband/brother>** of the DONOR, and the DONOR bears deep natural love and affection towards the DONEE.
5. Out of such natural love and affection towards the DONEE and **without any monetary consideration**, the DONOR has voluntarily decided to gift the **Schedule Property** in favour of the DONEE.
6. The **Schedule Property** is a self-acquired property of the DONOR and is not an ancestral or joint family property.
7. That there is no legal bar, restriction or prohibition affecting the DONOR's right to hold, transfer or gift the **Schedule Property**.
8. The DONOR has paid all taxes, rates, cesses, maintenance charges and other outgoings relating to the **Schedule Property** up to the date of execution of this Deed.

9. The DONOR hereby releases and relinquishes all his/her right, title, claim, and ownership whatsoever over the **Schedule Property** gifted in favour of the DONEE upon execution and registration of this Deed.
10. The DONOR has delivered all the original documents and vacant possession pertaining to the **Schedule Property** to the DONEE herein on this day.
11. The DONOR hereby gives his/her no-objection whatsoever to transfer the e-Khata, electricity deposit (BESCOM), water connection (BWSSB), gas connection (GAIL), and all municipal records in respect of the **Schedule Property** to the DONEE. Further, the DONOR provides consent to update the ownership records with the Apartment Owners Association (AOA) / Resident Welfare Association (RWA) and all other relevant statutory bodies.

### **RIGHTS OF THE DONEE**

12. The DONEE shall be entitled to enjoy, sell, lease, mortgage or otherwise deal with the **Schedule Property** absolutely after the execution and registration of this Deed.
13. The DONEE shall hereafter peacefully and quietly enter upon, have, hold, occupy, possess, and enjoy the **Schedule Property** hereby gifted with full rights of ownership forever without any let or hindrance from the DONOR or any person claiming under him/her.
14. That the **Schedule Property** is free from all encumbrances, attachments, acquisition proceedings, tenancy rights, court proceedings, charges, mortgages, liens, litigations or third-party claims.
15. That the DONOR shall at the request of the DONEE, execute all further documents and acts necessary for better and more effective enjoyment of the **gifted Schedule Property**.
16. That the DONOR hereby indemnifies the DONEE against any loss, claim, damage, costs and expenses arising due to defective title or misrepresentation.

### **IRREVOCABILITY**

17. This gift is absolute and irrevocable and cannot be cancelled except in accordance with Section 126 of the Transfer of Property Act, 1882.

### **STAMP DUTY & REGISTRATION**

18. This Deed shall be registered under the provisions of the Registration Act, 1908 and stamp duty shall be borne by the DONOR / DONEE (as mutually agreed) as per

**Karnataka Stamp** Law applicable to family gift transactions. This Deed shall take effect only upon registration of this gift deed.

## CONSENTING / CONFIRMING PARTY

19. **Mr./Mrs.** \_\_\_\_\_,  
**Son/Daughter of** \_\_\_\_\_,  
Aged about \_\_\_\_\_ years,  
PAN No.: \_\_\_\_\_,  
Aadhaar No.: \_\_\_\_\_,  
Resident of: \_\_\_\_\_,

being a **family member / interested party** of the DONOR, hereby confirms full knowledge of this Gift Deed and accords consent to the transfer of the **Schedule Property** by the DONOR in favour of the DONEE. This Deed does not prejudice or affect any right or interest of the Consenting Party. The Consenting / Confirming Party joins this Deed solely for the purpose of confirmation and consent and does not hereby transfer any right, title or interest in the **Schedule Property** nor assume any obligation or liability under this Deed.

## SCHEDULE PROPERTY

### SCHEDULE 'A'

#### (Entire Property in which the Apartment Building is constructed)

All that piece and parcel of residentially converted property being lands bearing Survey number 29 in full and parts of Survey numbers 23, 24, 27, 28, 31 and 32, Munnekolala Village, Varthur Hobli, Bangalore South Taluk, measuring 11.80 Acres (11 Acres 32 Guntas), and all other appurtenances and bounded as follows:

**On the East** : Survey No.32, 31 and 27 belonging to Spice Garden;

**West** : Land belonging to Usha Martin Power Company Ltd.,

(earlier belonging to M/s Canara Housing Development company)

**North** : Tank in Survey No. 25 and K.G. Chinnappanahalli;

**South** : Bangalore – Whitefield Main Road;

**SCHEDULE 'B'**

**(Property conveyed under this Deed)**

An Undivided [REDACTED] % ([REDACTED] Percent) share (equivalent to [REDACTED] Square feet) in the land comprised in the Schedule 'A' Property.

**SCHEDULE 'C'**

**(Description of the apartment)**

A **Two/Three** Bedroom Apartment with Mosaic flooring, bearing No. [REDACTED] on the [REDACTED] Floor, in the "[REDACTED]" Block, bearing BBMP e-Khata PID No. [REDACTED], of the multi-storeyed building known as "**PURVA RIVIERA**" constructed in the **Schedule "A" Property**, having a **super built-up area** of [REDACTED] square feet (i.e. **built up** area of [REDACTED] square feet and **common** area of [REDACTED] square feet) (which is inclusive of balconies and proportionate share in the common areas including a share in the area of the Resort and Spa) together with **One/Two Open/Covered** car parking space(s).

**IN WITNESS WHEREOF,**

The Parties have executed this **DEED OF GIFT** on the day, month and year first above written.

**WITNESSES:**

**1.**

**DONOR**

**2.**

**DONEE**

**CONSENTING / CONFIRMING PARTY**