

GIFT DEED

THIS GIFT DEED is made and executed on this the
day of Month, year by

Sri/Smt/Ms.....
aged about years, Son/Daughter/Wife of Sri
.....,
Profession, caste, permanent resident
of, P.O. P.S., District
..... State..... Pin Code at present residing
at, P.O. P.S., District
..... State..... Pin Code

[If **Minor**,]

represented by Father/Mother/ Other (specify Relation) Guardian
Sri/Smt./Kum, aged about years,
Son/Daughter/Wife of, Caste-, Profession
....., permanent resident of, P.O.
P.S., DistrictState.....
Pin Code]

[If represented by Attorney Holder by virtue of Power of Attorney]

represented by his Power of Attorney Holder vide G.P.A. Document No.
...../ dated.....registered in the Office of the Sub-Registrar,
.....,District-.....,State.....

SRI/Smt./Kum, aged about years,
Son/Daughter/Wife of, Caste-, Profession
....., resident of, P.O.
P.S., District State.....
Pin Code at present residing at, P.O.
P.S., District State.....
Pin Code

Hereinafter referred to as "**DONOR**" which term unless repugnant to the
context shall mean and include all his heirs, legal representatives,

administrators and successors-in-interests, assignees and nominees etc. of the ONE PART

IN FAVOUR OF

Sri aged
about years, Son/Daughter/Wife of Sri
.....,
Profession, caste, permanent resident
of, P.O. P.S., District
..... State..... Pin Code At present
residing at, P.O. P.S., District
..... State..... Pin Code

[If **Minor**,]

represented by Father/Mother/ Other (specify Relation) Guardian
Sri/Smt./Kum, aged about years,
Son/Daughter/Wife of, Caste-, Profession
....., permanent resident of, P.O.
P.S., District State.....
Pin Code]

Hereinafter called the "**DONEE**" which term unless repugnant to the context shall mean and include all his heirs, legal representatives, executors, successors-in-interest, assignees, nominees and administrators etc. of the OTHER PART

TYPE OF DEED : GIFT DEED

APPROXIMATE MARKET

VALUE OF THE PROEPTY: Rs.....(Rupees in words)

SHORT DESCRIPTION OF THE PROPERTY :

Mouza/Village-:, **Thana No. -**, **P.S.-**
....., **Tahasil -**, **District -**, **Khata No.**..... (Sthithiban), **Plot No.(s)-**of **Total Area. A.c.**.....Dec **transacted Area-Ac.** Dec.,
Annual Rent reserved is Rs.....

WHEREAS the Donor herein is the absolute owner and possessor of of the part and parcel of the immovable property more fully detailed and delineated under the Schedule of Property and in the sketch map annexed hereto which was **inherited through succession/ having acquired through a Sale/Gift/Gift Settlement/Partition/Will Deed Registered** as Document No...../ of year registered in the Office of the Sub-Registrar....., dated

Thus the Donor herein is the owner and having absolute authority, un-impeachable marketable title, full and perfect alienable rights in the above said property and he has been enjoying the peaceful, continuous and uninterrupted possession of the above said property.

THUS the Donor hereby grants, conveys and transfers unto and to the use of the Donee herein forever. ALL THAT PIECE & PARCELS of the said property along with all rights, title, interest, easement rights, appurtenances etc., in the said property free from all encumbrances, charges, prior sales, tenancy claims, mortgages, exchanges, illegal-encroachments, gifts, court litigations and demands etc., of whatsoever nature and delivered the complete vacant and peaceful physical possession of the same to the Donee and the Donee has accepted the same.

AND TO HAVE & HOLD the said property unto and to the use of the Donee herein forever, the Donor hereby declares, covenants and agrees with the Donee.

NOW THIS GIFT DEED WITNESSETH AS FOLLOWS:

- 1) That the Donor hereby covenants and declares that he is the absolute owner and possessor of the property hereby Gift and has every right, authority and competency to transfer, alienate the said property absolutely in favour of the Donee herein.
- 2) The Donor hereby further covenants, declares and agrees that the gifted property is free from all encumbrances such as mortgages, charges, lien, demands, interest, security, litigations, surety, prior sales, government or private attachments and or any other charges etc., of any nature whatsoever.
- 3) The Donor hereby further covenants and declares that he has not done any act whereby the property hereby sold is either encumbered or the Donor herein is in any manner debarred or

prevented from selling and transferring the same absolutely in favour of the Donee herein.

- 4) The Donor states that there is neither any legal embargo nor any legal impediment in the gifted property.
- 5) The Donor herein further covenants, declares and assures that he has put the Donee herein in actual vacant and complete physical possession of the said property hereby gifted and that the Donee herein shall be entitled to enjoy the possession so delivered and to receive all rents, outcomes, profits, therefrom without any interruption or disturbances either by the Donor herein or any other person claiming through or under the Donor.
- 6) The Donor further hereby covenants, declares and agrees that if any defect is found or discovered in the title of the Donor with regard to the property hereby sold or due to such defect in title if the Donee herein deprived of the whole or any part of the property hereby sold the Donor herein shall duly reimburse & compensate the Donee to the extent of the loss & expenses caused to the Donee.
- 7) The Donor hereby further covenants, agrees and declares that he has paid all the taxes and charges payable in respect of the property hereby sold, upto the date of execution and registration of Gift Deed, if any such amount remains unpaid or the same is recovered from the Donee herein or the Donee herein is compelled to pay the same the Donor herein shall duly reimburse to the Donee to the extent of the same.
- 8) The Donor hereby covenants, agrees and declares that he shall support every lawful application made for changes and mutation before the concerned corporation and other offices.
- 9) The Donor further hereby declares and covenants that he shall always indemnify and keep indemnified the Donee against all claims, by any person whatsoever in derogation of the full, absolute and unencumbered title of the Donee.
- 10) The Donee will automatically become member of the society or association of the complex and donee shall abide the rules and bye-laws of the society and other rules as stipulated in the sale deed of the Donor.

THE SCHEDULE OF THE PROPERTY

DISTRICT :
TAHASIL :
P. S. :
MOUZA/VILLAGE :

**(Under the Jurisdiction of Office of the Sub-Registrar,
.....)**

KHATA NO:..... (in words)

PLOT NO.s: (in words), **Kissam** -.....

Transacted Area: Ac., (in words) out of **Total area** of Ac. (in words) Dec. from the (specify the direction)Side.

Bounded by :

North – South -
West-..... East -

Linier Measurements (admeasured by)

From East to West in the	North Side -	Links/Feet/Metre
	South Side -	Links/Feet/Metre
From North to South in the	East Side -	Links/Feet/Metre
	West Side -	Links/Feet/Metre

TotalKhata,Plots of Total Transacted Area of Ac (in words) of Value – Rs..... (in words).

RENT RESERVED for Ac.dec: Rs....., (in words)

All the plots are vacant land. No Building or structure of any kind exists over these plots. The declaration in Form – A is annexed herewith.

[If any Building/Structure Exists then details of the Structure in the Declaration in Form-B]

DECLARATIONS:

We, the DONOR, to the best of our knowledge and belief declare that

1. That we the DONOR belongs/doesn't belong to Scheduled Caste and the DONEE belongs/doesn't belong to any Scheduled Caste or any Scheduled Tribe.
2. The property gifted in this deed does not belong to or given in or endowed for the purpose of any public religious institutions.
3. The property gifted in this deed does not belong to, or given in, or endowed to any public deity.
4. This property does not belong to Odisha Bhoodan Yagna Samiti/ Urban Local body of the State.
5. That the said transaction of land is not prohibited/ restricted by any Act/law of the State or Central Government.

IN WITNESS WHEREOF, this Gift Deed is made, executed and signed by the Donor in favour of the Donee on this the day, month and year aforementioned with his own free will, consent and good conscience, without any coercion, fraud, undue influence, mis-representation and duress etc., after having fully understood the contents of the same in presence of the below mentioned witnesses.

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The content of the deed was explained to us/ We understood the content of the deed and found Correct.

SIGNATURE OF DONOR

SIGNATURE OF THE DONEE
IN ACCEPTANCE OF THE GIFT

WE stand witness to the voluntary execution of this deed by the DONOR by subscribing our signatures on the date mentioned there under.

1. SIGNATURE :

NAME :

ADDRESS :

2. SIGNATURE :

NAME :

ADDRESS :

THIS DOCUMENT IS PREPARED BY

(Signature with Date/ Name & Address)

FORM – A
(Land/ Property where there is no Structure/ House)

We the Executant(s) and Claimant(s) do hereby declare that there is no structure/ House on the Schedule of Property transacted in this document. If existence of any structure/ house is detected at a later stage the document shall be treated as invalid.

Signature of the Executant(s)

Signature of the Claimant(s)

(Land/Property where there is house/structure exists)

We the executants and claimants do hereby declare that there is structure/house on the schedule property transacted in this document as per details given below. If existence of excess structure/house area is detected at later stage the document will be treated as invalid.

Signature of Executants

Signature of Claimants

Details of Structure / House

Details of Structure/house : R.C.C. roofed Framed/ Load Bearing Wall

Kind of Structure :

Type of Flooring :

Square feet are a Floor :

Cost of building :

Cost of the Sanitation} :

Cost of Water Supply } EI & PH :

Cost of the Electricity } :

TOTAL Rs.

Year of Construction :

(-) Depreciation Value :

Type of boundary :

Length of the Boundary :

Cost of the Boundary :

TOTAL : Rs

Cost of Garage or other :

Ancillary house :

Net value of the Building/house :Rs.

Signature of Executants

Signature of Claimants