

GIFT-DEED

THIS DEED OF GIFT MADE AT AHMEDABAD on this 24th day of March, 2008 BETWEEN _____, (P.A. No. : _____) Aged : ___ years; Adult, Occupation : _____, Indian Inhabitant, at present residing at _____, _____, hereinafter called “THE DONOR” (which expression shall unless it be deemed to include her heirs, legal representatives, executors and successors) of the One Part

AND

_____, (P.A. No. : _____) Aged : ___ years; Adult, Occupation : _____, Indian Inhabitant, at present residing at _____, Hereinafter called “THE DONEE” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include her heirs, legal representatives, executors, successors and assigns) of the SECOND part.

WHEREAS

1. The Donor is seized and possessed of or well and sufficiently entitled to hold, occupy, enjoy and otherwise deal with being the owner & occupier of the below referred Residential use properties all that, Shop No. _____, on the ___th Floor, admeasuring : _____ sq. mtrs., or thereabouts, in _____ **Co-Operative Housing Society Limited** the said Society, (a Society registered under the Gujarat Co-Operative Societies Act, 1961, vide registration no. GH/_____, dated _____), (Scheme known as “_____”), constructed on the land bearing Final Plot No.: ___, of T.P. Scheme No. ___, situated, lying and being at Moje Village _____, Taluka City, in the Registration District of Ahmedabad and Sub District of Ahmedabad-___ (_____), alongwith the rights of membership and Share Certificate No. ___, dtd._____, more particularly described in the **SCHEDULE** hereunder written. Thereby the Donor is having rights in the said property as well as in the rights of membership and Share Certificate of the said society. (The said Shop No. _____, on the ___th Floor, admeasuring : _____ sq. mtrs., or thereabouts, in _____ **Co-Operative Housing Society Limited** alongwith the rights of membership and Share Certificate of the said society Hereinafter be referred to as “The Said Property”).
2. The Donee is the sister in laws of the Donor and the Donor is also the Sister in law of the Donee and the Donor being Sister in law of Donee bears natural / great love and affection for / towards the Donee and Donor is desirous, out of such natural love and affection, of Gifting of the Said Property to the Donee in the manner hereinafter appearing.

NOW THIS DEED OF GIFT WITNESSTH as follows :

- (1) That in pursuance of the said intention and in consideration of natural love and affection which the Donor bears for the Donee, the Donor out of her own free will without fraud, coercion, or undue influence from any body whosoever, freely and voluntarily and confirm unto to Donee, dothe hereby grant, convey, transfer, give

and assure by way of gift unto and to the use of the Donee "THE SAID PROPERTY". TOGETHER with liberties, all privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the Said Property here ditamentes and premises or any part thereof belonging or otherwise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied and enjoyed therewith or reputed or known as part thereof and to belong or be appurtenant thereto and delivered possession of the same unto and in favour of the Donee TO HAVE AND TO HOLD the Said Property hereditaments or premises, hereby gifted unto and to the use of the said Donee for ever and absolutely subject to the Bye-laws, rules, regulation of the local authority.

- (2) AND ALSO TOGETHER WITH all the deeds, documents, writing, vouchers and other evidences of title, relating to the Said Property more particularly described in the Schedule hereunder written AND ALL THE ESTATE, right, title, interest, possession, benefit, claim and demand whatsoever at law and in equity of The Donor in, to out of or upon the Said Property, or any part thereof TO HAVE AND TO HOLD all and singular the Said Property hereby granted, gifted and assured and intended or expressed so to be with their and every of their rights and appurtenances. UNTO AND TO THE USE and benefit of the Donee for ever SUBJECT to the payment of all rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the State of Gujarat or to the Panchayat or any other public local body in respect thereof, AND THE DONOR doth hereby for herself, her heirs, executors, administrators and assigns covenant with Donee THAT notwithstanding any act, deed, matter or thing whatsoever by The Donor or any person or persons lawfully or equitably claiming by, from, through, under or in trust for her made, done, committed,

omitted or knowingly or willingly suffered to the contrary, SHE, The Donor now has in herself good rights, full power and absolute authority to grant, release, convey and assure the Said Property hereby granted, released, convey and assure the Said Property hereby granted, released, conveyed and assured or intended so to be unto and to the use of the Donee AND THAT it shall be lawful for The Donee from time to time and at all times hereafter peaceably and quietly to hold, enter, upon, have, occupy, possess and enjoy and also entitled to sale, transfer, assign, convey, lease mortgage the Said Property hereby granted, conveyed, transferred and assured with their appurtenances and receive the rents, consideration, issues and profits thereof and of every part thereof to and for its own use and benefits without any suit, lawful eviction, interruption, claim and demand whatsoever from or by The Donor by from under or in trust for her AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and for ever discharged or otherwise by The Donor will and sufficiently save, defended and kept harmless and indemnified of and from and against all former and other estate, title charges and encumbrances whatsoever either already or hereafter had, made, executed, occasioned or suffered by the Donor or by any other person or persons lawfully or equitably claiming or to claim, by, from, or under or in trust for her AND FURTHER SHE, The Donor having lawfully or equitably claiming any estate, right, title or interest at law or in equity in the Said Property hereby granted, conveyed, transferred or assured or any part thereof by, from under or in trust for her, The Donor shall and will from time to time and at all times hereafter at the request and cost of The Donee do and execute all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law whatsoever for better, further and more perfectly and absolutely granting and assuring unto and to the use of The Donor as shall or may be reasonably required by The Donee, its

successors or assigns or its counsel in law for assuring the Said Property and every part thereof hereby granted, conveyed, transferred and assured by way of gift unto and to the use of The Donee in manner aforesaid.

- (3) The Donee hereby accepts the said gift of the Said Property hereunder made as testified by her being a party hereto and executing these presents.
- (4) The estimated value of the Said Property is **Rs._____.****00 (Rupees _____ only)** for the purpose of stamp duty calculation.
- (5) All stamp duty, registration charges, legal fees and all other out of pocket expenses in respect of these presents have been agreed to be borne and paid by The Donor only.
- (6) The Donor has surrendered all the original documents and papers regarding the titles of the Said Property to the Donee.
- (7) The Said Property is situated at Satellite, Ahmedabad area and the said area is not covered / included in the list of disturb area declared by the Gujarat Government under The disturbed Area Act, Hence, no permission is required to be obtained from the collector of Ahmedabad under The disturbed Area Act for gifting the Said Property.

SCHEDULE

(Said Property)

All that property of Shop No. _____, on the ____th Floor, admeasuring : _____ sq. mtrs., or thereabouts, in _____ **Co-Operative Housing Society Limited** the said Society, (a Society registered under the Gujarat Co-Operative Societies Act, 1961, vide registration no. GH/_____, dated _____), (Scheme known as “_____”), constructed on the land bearing Final Plot No.: ____, of T.P. Scheme No. ____, situated, lying and being at Moje Village _____, Taluka City, in the Registration District of Ahmedabad and Sub District of Ahmedabad-

___ (_____), alongwith the rights of membership and Share Certificate of the said Society and bounded and butted as follows :

On or towards East by :-

On or towards West by :-

On or towards North by :-

On or towards South by :-

IN WITNESS WHERE OF the parties hereto have hereunto set and subscribed their hand and seal the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED)
by the withinnamed The Donor)
) _____
)

SIGNED SEALED AND DELIVERED)
by the withinnamed The Donee)
) _____
)

in the presence of :-)

1. _____

2. _____

: 7 :

Schedule under sec. 32 (A) of The Registration Act :-

DONOR



DONEE

