

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

Burdwan Development Authority

MUTATION OF RESIDENTIAL FLATS 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 Flat 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 Flat)
9. Copy of "D" form/completion Certificate duly attested

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

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 Flat no..... invide letter
no.....dt.....vide lease/sub-lease 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:-

Sl. No.	Name	Relationship	Residential
With the deceased		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 that the same had been obtained by fraud, mis-statement or concealment of facts.
8. That said Flat/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 Burdwan on this.....day of.....200..... 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

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

INDEMNITY BOND

This Bond is made thisday of 200 ... by Shri.....son of Shri.....R/o.....[herein after called the Executant(s)] in favour of the Governor of West Bengal through Burdwan Development Authority[hereinafter called the lessor].

WHEREAS in records of the Lessor the land bearing Flat no..... situated in Block No.....of the residential Scheme, Burdwan and measuring.....sq. ft. 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, Burdwan, vide allotment letter No..... dated

AND WHEREAS our/mythe 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 Lessor, the Burdwan 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 deceasedSh/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 Flat 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.....200.....

WITNESS

EXECUTANT/MUTATEE

- 1.
- 2.

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

RELINQUISHMENT DEED

THIS DEED of Relinquishment is executed on this day of 200..... by Shri/Smt.....S/o,D/o,W/o Shri..... Burdwan (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/
Purchaser/Lessee/Sub-Lessee" had been allotted/leased/Sub-leased Flat bearing No.....Block No.....situated at.....[hereinafter called "The Flat"] vide letter No.....dated..... at page.....to..... on.....before the Sub-Registrar Sub-District No..... Burdwan.

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

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

AND WHEREASshare in the Flat has developed upon the Releaser(s) upon the demise of the allottee/auction purchaser/lessee/Sub-lessee.

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

Pursuant to his/her/their wish mentioned above, the Releaser(s) hereby release/release and relinquishes/relinquish all his/her/their share in the Flat 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 Flat and the same shall vest absolutely in Shri/Smt.....S/o,D/o,W/o Sh..... the releasee(s).

IN WITNESS WHERE OF THE Releasers has/have signed this deed on the date first herein above mentioned.

Releaser (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 Flat, 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 FLATS ON THE BASIS OF WILL IN FAVOUR OF FAMILY MEMBERS

Documents required:

1. Affidavit
2. Indemnity Bond
3. In case the "Will" is unregistered NOCs from all the class I legal heirs for mutation in favour of legatee.
4. Certified copy of the "Will" left by the allottee/lessee/sub-lessee.
5. Death Certificate in Original
6. 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
7. Copy of "D" form/completion Certificate
8. One photograph & Three Specifimen Signatures of mutatee duly attested by Class 1st Gazetted Officer/1st class Magistrate.
9. NOC or redemption deed, if Flat is mortgaged.
10. NOC from the society (In case of a Society Flat)

(On Non-Judicial stamp paper of Rs. 10/-)

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 Flat No.....in.....vide allotment letter
No
.....datedvide 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,
Burdwan 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:-

Sl. No.	NAME	AGE	RELATIONSHIP RESIDENTIAL WITH THE ADDRESS DECEASED
---------	------	-----	--

- 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 Flat/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 Flat 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 Flat/property

DEPONENT

Verification:

I, the above named Deponent hereby verify at Burdwan on this..... Day of 200..... 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 thisday of 200.... by Shri.....son of Shri.....R/o.....[herein after called the Executant] in favour of the Governor of West Bengal [hereinafter called the lessor] through Burdwan Development Authority.

WHEREAS in records of the Lessor the land bearing Flat no..... situated in Block No.....of the residential Scheme, Burdwan and measuring.....sq. ft. 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..... at volume No.....onwith the Sub Registrar, Burdwan/vide allotment letter No..... dated

AND WHEREAS our/mythe said Shri/Smt.....died testate 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 Lessor, the Burdwan 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 deceasedSh/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 Flat 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.....200.....

WITNESS

EXECUTANT/MUTATEE

- 1.
- 2.

On non-judicial Stamp Paper of Rs. 10/

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

1. That I am the legal heir of Sh./Smt.....deceased allottee purchase/lessee/sub-lessee of Flat No.....of.....Resi. scheme, being his/her[relationship] and accept the contents of the "WILL" dated.....left behind by the deceased allottee purchaser/lessee/sub-lessee and have no objection if the said Flat is mutated in favour of Shri/Smt.....who 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 of200..... at Burdwan.

DEPONENT

**MUTATION OF RESIDENTIAL FLATS 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 Flat 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 Flat]

[On Non-judicial stamp paper of Rs.10/-

AFFIDAVIT

I,..... S/o, D/o, W/o ShriagedR/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 Flat No.....invide allotment letterdatedvide lease/sublease deed dated.....

2. That Shri/Smt.....S/o,W/o,D/oR/o.....was my father/mother/son/daughter/husband [give relationship].

3. That the said Shri/Smt.....has died onatleaving behind 'WILL' datedin my favour/in favour of.....the said 'WILL' has been probated onin case No.....by Shri.....District Judge, Burdwan.

4. That late Sh/Smt.....is survived by the following legal heirs:-

Sl.No.	Name	Age	Residential address	Relationship With the Deceased
--------	------	-----	---------------------	--------------------------------

- 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 Flat/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 Flat/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 Burdwan on this day of.....200..... 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 thisday of200..... by Shrison of Shri.....R/o.....[hereinafter called the Executant] in favour of the President of India{Lessor} through Burdwan Development Authority.

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

AND WHEREAS our/my..... the said Shri/Smt.....died onleaving 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, Burdwan vide orders dt In probate case No.....

AND WHEREAS we//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, the Burdwan Development Authority to substitute in its records our/my name in place of the name of deceased lessee/sub-lessee Shri/Smt.....in respect of the said land, the Burdwan 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/oand his/her heirs, successors, executors and administrators jointly and severally undertake to keep lessor harmless and indemnified against all claims whatsoever against the aforesaid Flat 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 IWE.....son of shriR/osigned and delivered this Bond on this.....day of....200.....

WITNESSES:

EXECUTANT (MUTATEE)

1.

2.

[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 1st Class 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. 10/- to be attested by 1st class Magistrate, or Notary Public. In case of attestation by Notary Public, a Notarial Stamp of Rs. 10/- is also to be affixed on the affidavit

AFFIDAVIT OF DONOR

Affidavit ofW/o,S/o,D/o Shri.....R/o
.....

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

1. That I hold the following Flat as lessee/sub-lessee/allottee: - DETAILS OF ROPERTY

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

2. That I wish to gift the said Flat/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 Flat/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 Burdwan on this Day of 200....
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/oR/oI,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/ois 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 Flat No Block No..... in Scheme, Burdwan 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 Flat/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 Burdwan on this day of 200.... 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 200..... by Shri./Smt.....
S/o,W/o,D/oR/o.....[hereinafter called "the Transferor" in
favour of the Governor of West Bengal [hereinafter called "the Lessor" through Burdwan Development
Authority.

WHEREAS the Transferor hold a lease/sub-lease in respect of Flat No Block
No..... situated at Measuring sq. ft.[hereinafter called" the Flat"]from the
Lessor by virtue of lease/sub-lease deed entered in Addl. Book No..... Volume No..... at
pages..... to onwith the Sub-Registrar, Burdwan.

AND WHEREAS the Transferor wishes to gift his Flat lease/Sub-lease hold
rights/unspecified share in the lease/sub-lease hold rights Flat no.....S/o.....
R/o.....[hereinafter called "the Transferee"] out of love and affection [or other reason
specify here].

AND WHEREAS the lessee/Sub-lessee[Transferor] has applied to the Lessor under the
terms of sub-lease for grant of permission to transfer unspecified share/lease hold rights in the
Flat 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 transferrer/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 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 Flat in favour of the
transferee.

IN WITNESS whereof, the transferor 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 _____ 200__ by Sh./Smt. _____ S/o, W/o, D/o _____ R/o _____ [hereinafter called "the Transferee"] in favour of the Governor of West Bengal through Burdwan Development Authority. [hereinafter called "the Lessor"]

WHEREAS the Sub-lease/leasehold rights in respect of Flat. No. _____ Measuring _____ sq.ft. [hereinafter called "the Flat"] leased out by the BDA [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, Burdwan, 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 Flat to the Transferee out of natural love and affection [or if any other reason, then specify it here]

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 Flat to the transferee;

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

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 Flat/flat from any Co-operative House Building Societies or land holding Deptt. in Burdwan or Burdwan 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 Flat 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 Burdwan on this _____ day of _____ 200
by Sh./Smt. _____ [name of Sub-Lessee/Lessee] S/o _____
R/o _____ Burdwan [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 situated in _____
in Flat bearing No. _____ measuring

North :

South :

East :

West :

By virtue of the lease/sub-lease deed granted by the Governor of West Bengal through the
Burdwan Development Authority duly registered at No. _____ in addl. Book No. ____
Volume No. _____ on pages _____ to _____ dated _____ at the Office
of Sub-Registrar, Burdwan;

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 witness as under :-

1. That the Donor had applied to, and obtained the permission of the Lessor, the Burdwan
Development Authority to transfer the said Flat/property vide letter No. _____ dated _____
by way of gift to the Donee.
2. That the Donor in pursuance of his wishes and the permission of the Competent Authority
under the ULCR Act, and the Lessor conveys and assigns the aforesaid Flat 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.
3. That the Donee hereafter shall be treated as the Sub-lessee in respect of the aforesaid Flat
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 _____.
4. That the parties to the gift deed have jointly and severally given an undertaking to the Lessor
that the 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 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 Sub-lessee shall be liable to the lease money, ground rent, taxes, fees etc. of the said Flat 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 Burdwan on the day, month and year first above written.

I accept the above gift.

DONOR

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 Burdwan on this _____ day of _____ 200____ by Shri/Smt. _____ R/o _____ Burdwan, hereinafter called the donor in favour of Shri R/o _____ hereinafter called the Donee.

WHEREAS the Donor has acquired lease hold rights in Flat bearing No. _____ measuring _____ situated in _____ and bounded as under :-

North :

South :

East :

West :

On the basis of lease/sub-lease deed granted by the Governor of West Bengal through BDA duly registered at Deed No _____ in Book No. _____ Volume No. _____ on page _____ to _____ at the Office of Sub-Registrar, Burdwan.

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

NOW THIS DEED OF GIFT WITNESSTH AS UNDER :-

1. That in pursuance of the above facts and circumstances, the Sub-lessee Donor conveys and assigns undefined share of the aforesaid Flat 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 Flat 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 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. _____