**DRAFT OF DEED OF GIFT OF IMMOVABLE PROPERTY**

This Deed Of Gift is made at ........ this ........ day of.. ..... between Mr. A of ....... hereinafter referred to as 'the Donor' of the One Part and Mr. B of ....... hereinafter referred to as 'the DONEE', of the Other Part.

WHEREAS the Donor is seized and possessed of the land and premises situated at ......... and more particularly described in the Schedule hereunder written.

AND WHEREAS the DONEE is related to the Donor as ........

AND WHEREAS 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 '

AND WHEREAS the DONEE has agreed to accept the gift as is evidenced by his executing these presents.

AND WHEREAS the market value of the said property his estimated to be Rs .....

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 situated 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 casements 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;

a. 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.

b. 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 and rents 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.

c.That the said land and premises are free and clear and freely and clearly 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.

d.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,WHEROF, 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 SCHEDULE ABOVE REFERRED TO

Signed and Delivered by the withinnamed Donor ........ in the presence of .......

Signed by within named DONEE ........ In the presence of .......

1...............

2...............

**Draft of Deed of Gift of Moveable Property**

I, Mr ............. residing at ............ do hereby make a gift of the ornaments and jewellery specified in the schedule hereinunder written to my daughter Miss ............ in consideration of natural love and affection on the occasion of her marriage.

**SCHEDULE**

SIGNED

DONOR

Witnesses.

1.............

2.............

Accepted

DONEE

**Documents Required**

No specific documents are required in order to draft and execute a gift deed. However, ID proofs of the parties in order to confirm the names and permanent addresses of the donor and donee should be scrutinised. Documents evidencing clear title of the property/house of the donor in question could also be examined as per the facts and circumstances of each case.

**Procedure**

A gift deed for an immovable or movable property shall be drafted with the help of a lawyer. Gifting is a voluntary action and the gift deed should mention that the donor is gifting such property in question without any coercion or force and by his/her own choice. Acceptance of the donee to receive such gift should also be mentioned in the deed - by way of donee’s signature. A gift deed of an immovable or movable property is to be registered under the Transfer of Property Act if the law mandates so - depending upon the property involved. If not properly stamped/registered, such transfer would be rendered as invalid. Stamp duty shall also be paid as per the value of the gift.

**Legal Considerations**

The gift of movable or immovable property must be in accordance with section 122 of the Transfer of Property Act, 1882. A gift deed for an immovable or movable property must be registered if required as per the rules and regulations and must also be properly stamped. The deed should also declare that the donor is not bankrupt (i.e. solvent), the gift is being made without any consideration in return and that the donor is giving the gift by his/her own choice without any force or coercion.

A minor cannot enter into a valid contract in India and hence cannot make a valid gift deed., although, a guardian can accept the gift on behalf of a minor. A gift once made cannot be revoked. It is also important to know that gifts made to relatives defined under the Income Tax Act are exempt from tax in the hands of the donee.