**Gift Deed of a
Flat in Co-operative Housing Society**

THIS DEED OF GIFT executed at \_\_\_\_\_\_\_\_\_\_, this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ Two thousand and \_\_\_\_\_ BETWEEN ABC of \_\_\_\_\_\_\_\_\_\_\_, Indian Inhabitant, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called “THE DONOR” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors and administrators) of the One Part, and XYZ of \_\_\_\_\_\_\_\_, Indian Inhabitant, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called “THE DONEE” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors, administrators and assigns) of the Other Part:

 WHEREAS:—

(a) The DONOR is seized and possessed of or otherwise well and sufficiently entitled to Flat bearing no. 1 admeasuring 650 sq. ft. of carpet area on the \_\_\_\_\_ floor of the building known as “PQR APARTMENT” belonging to PQR Co-operative Housing Society Ltd. situate at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as **“the said Flat”)**.

(b) The DONOR is also the registered member and shareholder of “PQR Co-operative Housing Society Limited” a society registered under the Maharashtra Co-operative Societies Act, under Registration no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as **“the said Society”**) and as such member is the registered holder of 5 (five) shares of face value of Rs. 50/- (Rupees fifty) each, of the aggregate value of Rs. 250/- (Rupees Two hundred fifty) bearing distinctive Nos. 301 to 305 issued by the said Society (hereinafter referred to as **“the said Shares”**) and bearing Certificate No. 10 of the said society relating to the ownership of the said Flat. The said Flat and the said shares are more particularly described in the Schedule hereunder written and are hereinafter collectively referred to as **“the said premises”**.

(c) The said flat was originally purchased by the DONOR from the Builders M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under the agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_. The DONOR has paid the full consideration to the said Builders and complied with all his obligations under the aforesaid agreement and since then he is in lawful occupation of the said flat as absolute owner thereof. All the flat Purchasers of the said “PQR APARTMENT” including the Donor have collectively formed the said society.

(d) The DONEE is the son of the DONOR.

(e) In consideration of natural love and affection which the DONOR bears towards the DONEE, the DONOR is desirous of making a gift of the said premises unto the DONEE in the manner hereinafter appearing.

(f) The DONEE has accepted the said gift by executing these presents in testimony hereof;

 NOW THIS INDENTURE WITNESSETH THAT for effectuating the aforesaid desire and in consideration of natural love and affection which the DONOR bears towards the DONEE, the DONOR doth hereby grant, transfers, convey and assign all and singular his right, title and interest in the said Flat No. 1 (admeasuring 650 sq. ft. of carpet area) on the 6th floor of the building known as “PQR Apartment” situated
at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ belonging to PQR Co-operative Housing Society Limited together with all his right, title and beneficial interest in the said five fully paid up shares of the face value of
Rs. 50/- each aggregating to Rs. 250/- and bearing Certificate No. 10 of the said Society and more particularly described in the Schedule hereunder written unto the DONEE TOGETHER with all his rights, credits, advantages, appurtenances whatsoever of and in the said premises or in any part thereof AND ALL his estate, right, interest, claim and demand whatsoever of the DONOR in to and upon the said premises as aforesaid AND TO HOLD the same unto and to the exclusive use of the DONEE forever absolutely SUBJECT NEVERTHELESS to the payment of all assessments, rates, taxes, cesses, dues and other outgoing hereafter to become payable to the said society and/or to any other local or public body or authority in respect thereof AND the DONOR doth hereby represent, warrant and covenant with the DONEE THAT he the DONOR has good right, full power and absolute authority to grant, release, convey and assure the said premises hereby granted, released, conveyed, and assured or intended so to be unto and to the use of the DONEE in manner aforesaid AND the DONOR doth hereby further represent, warrant and covenant with the DONEE THAT the DONOR has not at any time hereto fore done or executed or knowingly suffered or been party or privy to any act deed or thing whereby or by reasons or means whereof the said premises hereby assured or any part thereof may be encumbered or affected in any manner whatsoever or whereby the DONOR is in anywise prevented from transferring, granting, conveying and assuring the said premises or any part thereof in the manner aforesaid AND FURTHER THAT the DONOR and every person having or lawfully or equitably claiming any estate, right, title or interest in the said Premises under or in trust for the DONOR shall and will from time to time and at all times hereafter, at the request and cost of the person or persons requiring the same, execute or do or cause to be executed and done all such assurances, acts, deeds, matters and things whatsoever as may be reasonably required for the further and more perfectly and effectually assuring the said premises and every part thereof unto and to the use of the DONEE AND IT IS DECLARED THAT on execution of this Deed of GIFT the DONEE has become the absolute owner of the said premises and the Donor has ceased to have any beneficial right, title or interest in the said Premises.

 IN WITNESS WHEREOF the DONOR as well as the DONEE by way of acceptance of the said gift, have put their respective hands on the day and year first hereinabove written.

SCHEDULE ABOVE REFERRED TO:

(The detailed description of the flat and of the said shares alongwith C.T.S. number of the property/plot in which the building is situate)

SIGNED, SEALED AND DELIVERED by )

the withinnamed ABC, )

the DONOR abovenamed, in )

the presence of ————————— )

SIGNED, SEALED AND DELIVERED by )

the withinnamed XYZ, )

the DONEE abovenamed, )

in the presence of ———————— )