

PREFACE

Transparency and public awareness are the cornerstones of a free society. As you all are well aware, the Government of Delhi has taken various steps in the direction of bringing a new dimension to the work of DDA. It deals with the mutation of flats in a simple and systematic manner. In the last few years the Vigilance-Cell has been set up to check the hand-overs of flats. The purpose of this Handbook is to provide a guide to the public.



Delhi Development Authority

Handbook on Mutation

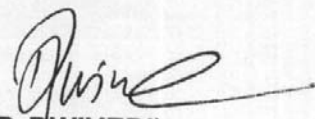
DDA FLATS

PREFACE

Transparency and public awareness are essential pillars of any corruption free society. A small attempt has been made by Vigilance deptt. in this direction by bring out a booklet on Mutation of DDA Flats. It deals with the mutation process of DDA flat in a simple and systematic manner.

In the last two years the Vigilance Department has endeavoured to bring out hand books on topics for better understanding of the various subject for the convenience of people as well as the staff of Delhi Development Authority. On the occasion of Vigilance Awareness Week-2004, the Vigilance Department is bringing out this hand book on mutation of DDA flats in pursuance of the same endeavour.

I take this opportunity to express my gratitude to Vice-Chairman, DDA and CVO for providing us valuable guidance. I would also like to place on record my appreciation of the Commissioner (Housing), Ms. Asma Manzar and her team of officers who gave us both time and input to bring together this booklet. Last but not the least, this booklet would not have been possible without the sincere and dedicated efforts of the officers and staff of the Vigilance Deptt. as well as DDA Press.



(D.P. DWIVEDI)
DIRECTOR (VIGILANCE)

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CHAPTER-I

INTRODUCTION

1. What is Mutation?

Mutation is significant basic alteration, substitution of the name of a person by the name of another in relation to the property in the record showing right or title to the property.

2. When mutation is required?

Mutation is required upon the death of allottee/registrant of DDA flat or when the property is gifted/sold by the allottee to another person.

The requirement of documents is dependent on the circumstances under which the mutation is taking place.

- a) When transfer of property in favour of the legal heir is within the family of the allottee/deceased.

Case I :

The allottee has left behind a registered Will/unregistered WILL.

Case II:

The allottee expires intestate i.e. without WILL.

Case III:

The will has been probated by the competent court.

- b) Transfer of ownership rights after the death of the original allottee when property is bequeathed by Will outside the family/blood relation
- c) Transfer of property during the lifetime of the allottee for a sale consideration on payment of unearned increase to DDA

- d) Transfer of property during the life time of the allottee through Gift Deed.

3. Are there any charges leviable for mutation?

In case mutation is sought based on sale, transfer, assignment or parting with possession, the lessee is required to pay unearned increase before the permission for sale is granted.

4. The mutation in the name of Family Member is exempted from unearned increase.

The term "Family Member" referred above is defined in the Authority Resolution No. 163/93 as follows:

As per the guidelines dt. 8.5.79 being followed at present, the term "Family Member" for the purpose of exemption from the levy of unearned increase means the allottees –

- Husband/Wife
- Brother/Sister
- Son/Daughter
- Grand son/grand daughter (Sons child, daughter's child)
- Wife of son (daughter-in-law)
- Husband of daughter (son-in-law)
- Wife of grand son
- Husband of grand daughter.

In case where the allottee has no family of his/her own, the term "Family Member" will mean his/her legal heirs as defined in the law of succession applicable to him/her.

No unearned increase shall be charged, when the property devolves upon a person who is not a "Family Member" as defined in the guidelines dated 8.5.79, subject to the two conditions :

- i) That the testator had not transferred possession of the property to the legatee during his life time and
- ii) No monetary consideration had passed in between them.

When the legatee is not a "Family Member" and the WILL is unregistered, then mutation of property shall be affected on production of a probate by the legatee.

Cases of WILL in favour of person who is not a family member shall require the approval of the Lessor i.e. the Vice Chairman, DDA.

In the case of a transfer through a gift deed outside the definition of "Family Member", there shall be a presumption of consideration. However, where transfer is through a gift deed within the definition of "Family Member", there shall be a presumption of absence of monetary consideration. Where otherwise the onus is on the aspirant mutate to prove presence or absence of monetary consideration.

CHAPTER-2

PROCEDURE FOR TRANSFER/MUTATION OF FLAT.

The procedure outlined below is to be followed in case of transfer of DDA flats.

DOCUMENTS REQUIRED FOR MUTATION

The applicant is required to address his request on prescribed format as shown in the Annexure-H-1 addressed to Deputy Director concerned alongwith the following documents:

- i) Affidavit on non-judicial stamp paper of Rs. 10/- stating the details of legal heirs, their names, relationship, age. In the affidavit declaration regarding the mother of deceased is to be made whether she is alive or not. (Annexure-1)
- ii) Undertaking on non-judicial stamp paper of Rs. 10/- wherein applicant undertakes to abide by the terms and conditions of allotment/registration. (Annexure 2 or Annexure-3)
- iii) Indemnity Bond from the transferee/applicant on non-judicial stamp paper of Rs. 100/- indemnifying DDA from any loss. (Annexure-4 or Annexure-5)
- iv) Death Certificate in original.
- v) NOC/Redemption Deed in case of mortgaged property from the mortgagee.
- vi) Bank guarantee duly renewed in case of SFS flats where the deceased allottee has submitted a bank guarantee.
- vii) Photographs and three specimen signatures of the transferee duly attested by Gazetted Officer/ 1st Class Magistrate.
- viii) Documentary evidence of proof of relationship.
 - a) School leaving certificate.
 - b) Passport
 - c) Ration Card.

Any one of the above duly attested by Gazetted Officer/1st Class Magistrate can be filed.

The **above documents** are **essential** in all cases of mutation.

Apart from the above, additional documents as per the circumstances is required to be filed.

Case-1 The allottee has left behind a registered WILL/unregistered WILL.

Certified copy of the Registered WILL from the office of Sub-Registrar where the WILL has been registered.

In the case of an un-registered WILL, an affidavit giving the NOC from all Class-1 legal heirs for mutation in favour of the legatee (Annexure-6)

Case-2 The allottee expired intestate i.e. without a WILL.

Relinquishment deed by all the legal heirs who have relinquished their rights in favour of one or more legatees (Annexure-7) duly executed and registered in the office of the Sub-Registrar.

While furnishing the Relinquishment Deed , the following should be observed :

- i) In case of Lessee/sub-lessee's married daughter, the name of the father as well as the husband with surnames be mentioned for proper identification.
- ii) In case mother of the allottee/lessee/sub-lessee is alive, her name is also to be indicated as legal heir.
- iii) In case all the surviving legal heirs of the deceased allottee/lessee/ sub-lessee are applying for mutation in their favour, the relinquishment deed is not required.

Case-3 The WILL has been probated by the competent court.

In the case of probate issued by the Competent Court, Letter of Administration/Certified copy of the Decree of the court is required for mutation. Only original documents should be submitted.

Case-4 Transfer of ownership rights after the death of the original allottee when property is bequeathed by WILL outside the family/blood relation.

- i) Certified copy of the Registered WILL or certified copy of the probate from the Court of competent jurisdiction.
- ii) An affidavit from legatee declaring that the property in question had not passed on to him during life time of the Testator and no Sale Agreement/Agreement for construction etc. had been executed by the Testator in his/her favour nor any GPA/SPA had been executed in his/her favour or in favour of the person nominated by him.
- iii) Certified copy of the House Tax receipt showing the name of person in whose name the property is being assessed.

3. MUTATION DURING LIFE TIME

- i) Affidavit from transferor

Affidavit from the transferor to the effect that he has been allotted a flat under reference and the transferee is related to him by blood and also eligible for allotment. He has to declare that neither he/she or husband/wife or dependent children has been allotted any residential plot/flat/house in the union territory of Delhi other than the flat proposed to be transferred. (Annexure-8)

- ii) Affidavit from transferee

The transferee is required to give no objection for transfer of flat/property in his name (Annexure-9)

- iii) Indemnity bond from transferee and also from transferor.

To indemnify any loss caused to DDA, duly attested by notary public. (Annexure-10-11)

- iv) Undertaking from the transferee to the effect that he will abide by all the terms and conditions of the allotment on non-judicial stamp paper of Rs. 10 (Annexure-12)

- v) Three specimen signatures of the transferee with photo duly attested by gazetted officer to prove the identity of the transferee.

vi) Relationship proof between the transferor and the transferee.

Documentary evidence regarding relationship proof duly attested by gazetted officer/1st Class Magistrate.

1. School leaving certificate
2. Passport
3. Ration Card.

Any one of the above duly attested by Gazetted Officer/1st Class Magistrate can be filed.

CHAPTER 3

COMMON DIFFICULTIES IN MUTATION :

Issue 1: No response is received on the mutation application even after a lapse of 60 days.

Suggestion: The concerned Dy. Director may be contacted on any public hearing held on Monday/Thursday between 2.30 p.m. and 5 p.m.

Issue 2: Who should apply for Mutation

Suggestion: The intending mutatee, in whose favour the mutation is sought, should himself apply for the mutation.

Issue 3: Whether NOC from all legal heirs is required.

Suggestion: NOC from all legal heirs is not required in the case mutation is sought on the Registered WILL,

Issue 4: Whether mutation is allowed outside the blood relation.

Suggestion: Yes. However, in this case, intending mutatee has to deposit Unearned Increase with DDA and seek permission for the same.

No unearned increase shall be charged, when the property devolves upon a person who is not a "Family Member" as defined in the guidelines dated 8.5.79, subject to the two conditions : that the testator had not transferred possession of the property to the legatee during his life time, and no money consideration had passed in between them. However, when the legatee is not a "Family Member" and the WILL is unregistered, then entries of the record shall be corrected on production of a probate by the legatee. Cases of WILL in favour of person who is not a family member shall require the approval of the Lessor.

Issue 5: Whether Mortgaged property can be mutated.

Suggestion: The NOC from the Mortgagor should be obtained before processing the mutation.

Issue 6: Whether mutation can be allowed in the case of cancelled allotment

Suggestion: Mutation is not permitted in the case of cancelled allotment.

The application can only be processed after the allotment is restored.

Issue 7: Whether the outstanding dues like Ground rent/service charges etc. can be demanded before processing the mutation.

Suggestion: Outstanding dues can only be demand after settling the issue of mutation.

Issue 8: Whether mutation in case of freehold property is required.

Suggestion: The policy as on date does not require mutation in the case of freehold property from DDA.

Issue 9: What if mutation is obtained by misrepresentation or concealment of facts.

Suggestion: In case it is established that the mutation is obtained by misrepresenting the facts or concealment of facts, the mutation shall be cancelled or withdrawn after giving a show cause notice.

Issue 10: The authority competent for mutation.

Suggestion: The Dy. Director concerned is competent to allow the mutation within blood relation.

Mutation in case of WILL outside blood relation are to be approved by the Vice Chairman, DDA.

Issue 11: Whether any deficiency at the time of submitting the application can be rectified at later stage.

Suggestion: No. Application for mutation will not be accepted unless all the documents as required are attached alongwith the application for mutation.

AFFIDAVIT

I.....son/wife/daughter of Sh.....aged.....years, resident ofdo hereby solemnly declare and affirm as under :-

1. That Sh./Smt.....son/wife/daughter of Sh.....was allottee of Flat No..... Block No.....Pkt. No.....in..... Residential Scheme, Delhi/New Delhi.

2. That Sh./Smt.....son/wife/daughter of Sh.....resident of..... was my father/mother/son/daughter, etc. (Relationship).

3. That the said Shri/Smt.....has died on.....at.....

4. That the mother of the deceased late Shri..... is not alive; or

That the mother of the deceased late Shri..... is alive and she has executed the Relinquishment Deed in favour of the deponent.

5. That the said late Shri/Smt.....is survived by the following legal heirs;

S.No.	Name	age	Relation with the deceased.
i)			
ii)			
iii)			
iv)			
v)			

6. That there is no other legal heirs except mentioned above in para 5.
7. That the deceased has left/not left behind any registered/unregistered WILL in respect of the property mentioned above.

8. That I, my husband /wife, dependent relations and minor children do not own any plot or flat in Delhi except, one being requested for transfer after death of my husband/wife Shri/Smt.....

DEPONENT

VERIFICATION :

I, the above named deponent do hereby verify that the contents of paras 1 to 8 of my above affidavit are correct to the best of my knowledge and that the contents of para 4 are true to my belief and that nothing material has been concealed therefrom.

Verified at Delhi/New Delhi on this.....day of.....200...

DEPONENT

UNDERTAKING

This undertaking is made on this.....day of.....
200.....by Sh./Smt.....son/ wife/daughter
of Shri.....resident of.....
.....(hereinafter called the Executant) in favour of the
Delhi Development Authority (hereinafter called the Authority owner). The
expression "the Executant" shall unless the context requires a different or
another meaning includes his/her heirs, legal representatives, successors,
administrators and permitted assigns. The expression the "Authority owners"
shall unless the context requires a different or another meaning include its
successors and assigns.

2. Whereas Sh./Smt.....son/wife/daughter of
Shri.....resident of..... hereinafter
called the allottee) on an application made to the Authority under the Delhi
Development Authority (Management & Disposal of Housing Estates
Regulations, 1968 (hereinafter called 'the Regulations') had been allotted
a flat bearing No..... Block No.....Pkt
on..... Floor situated at.....Group Housing
Scheme at Delhi/New Delhi (hereinafter called 'the flat') on Hire Purchase/
Case Down basis in SFS/MIG/LIG/Janta category.

3. And whereas under Regulation 38 of the Regulations it was obligatory
on the part of allottee to have formed and registered an agency with the
Vice-Chairman of the Authority for the management and administration of
the common portions and common services attached to the flats, to execute
the hire purchase tenancy agreement/conveyance deed in respect of the
flat and joint lease deed for land under appurtenant to the flat.

4. And whereas the allottee had/had not become the member of the
Registered Agency of Block No.....wherein the flat allotted to
him/her is situated and he/she died on..... before the completion
of the various formalities, required to be performed by him/her under the
regulations including the execution and registration of the documents
provided in the Regulations and undertaking that he/she shall not make
any additions and alterations in the flat without prior permission in writing
from the Authority.

5. AND WHEREAS the allottee has died on.....and is survived by the following legal heirs :-

S. No.	Name	Age	Relationship with the deceased
1.			
2			
3			
4.			

6. And whereas the allottee had executed a 'Will' dated..... registered as No.....in Addl. Book No..... Vol. No.....at pages.....with Sub- Registrar Delhi/ New Delhi whereby bequeathing the flat No..... Block No.....Pkt No.....No.....Situating in.....Resdl. Scheme in favour of the executant.

87 And whereas the Executant had represented to the Authority to mutate the rights, title and interests of the allottee in his/her favour on the basis of the 'WILL' referred above.

8. And whereas the Delhi Development Authority has agreed in the faith and representation of the Executant to mutate the flat in the name of the Executant on the condition that the Executant gives an undertaking that he/she shall abide by all the terms and conditions mentioned in the D.D.A. (Management & Disposal of Housing Estates) Regulations and the deeds appended thereto, i.e. the Hire Purchase Tenancy Agreement/Conveyance Deed for the flat and joint lease deed for the land under and appurtenant to the flat and shall sign. and execute the same with the Authority and get the same registered at his/her own cost and expenses in the manner prescribed under the Regulations within 90 days from the date of transfer of the flat or such extended period that may be permitted by the Vice-Chairman of the Authority from time to time and that during the said period of 90 days or such extended period as may be permitted, shall be responsible for looking after the common services attached to the flat and that he/she shall constitute and become a member of the Regd. Agency prescribed under the Regulations.

10. Now, therefore, this undertaking is executed by the Executant with full assurances to the Authority to the effect that he/she shall abide by the terms and conditions that are set forth in the DDA (Management & Disposal of Housing Estates) Regulations, 1968. The documents appended thereto or may be set forth in the Hire Purchase Tenancy Agreement and conveyance deed for the flat and the joint lease deed for the land under appurtenant to the flats by the Delhi Development Authority and shall sign and execute the same with the Delhi Development Authority and get the same registered at his/her own cost and expenses in the manner prescribed under the Regulations within 90 days from the date of transfer of the flat or such extended period as may be permitted by the Vice-Chairman of DDA from time to time and that during the said period of 90 days or such extended period as permitted he/she shall be responsible for looking after the maintenance of the common services attached to the flat. The Executant further undertakes that he/she shall constitute and become a member of the registered agency prescribed under regulation 38 of the Regulations and abide by the constitution a model from of which he/she has read and understood.

11. He/she further undertakes not to make any addition and alteration in the dwelling unit to be transferred to him/her without obtaining prior permission in writing from the DDA. It will be open to the Authority to cancel the allotment and to resume the possession of the dwelling unit, if he/she fails to fulfill the undertaking given herein.

12. In witness whereof the undertaking has been signed by the Executant in the presence of the witnesses on the date mentioned herein above.

EXECUTANT

In the presence of :

Witnesses :

	Signature	Name	Occupation	Address
1.				
2.				

Undertaking in case there is no WILL Annexure-3

This undertaking is executed on this.....
day of.....200... by Sh./Smt.....
son/wife/daughter of Shri.....resident
of.....(hereinafter called "the
executant") in favour of the Delhi Development Authority (hereinafter called
"the Authority"). The expression 'the Executant' shall, unless the context
requires a different of another meaning include his heirs, legal representa-
tives, successors, administrators and permitted assigns. The expression
"the authority" shall unless the context requires a different or another mean-
ing, include its successors and assigns.

2. Whereas Shri/Smt.....son/wife/daughter of
Shri.....R/o.....
(hereinafter called 'the allottee) on application made by the Authority under
the Delhi Development Authority (Management and Disposal of Housing
Estates) Regulations 1968 (hereinafter called 'the Regulations') has been
allotted a flat bearing No.....Block No.....Pocket
No.....on.....floor situated at Delhi/New Delhi (hereinafter
called 'the flat) on hire purchase basis/cash down basis in SFS/MIG/LIG/
Janta Category.

3. And whereas under Regulation 38 of the Regulations it was obligatory
on the part of allottee to have formed and registered an Agency with the
Vice-Chairman of the Authority for the management and administration of
the common services attached to the flats, to execute Hire Purchase
Tenancy Agreement/Conveyance Deed in respect of the flat and joint lease
deed for the land under the appurtenant to the flat.

4. And wherwas the allottee had not become one member of the regis-
tered Agency of Block No.....wherein the flat allotted to him/her is
situated and he/she died on.....before the completion of the
various formalities, required to be performed by him/her under the
Regulations including the execution and registration of the documents
provided in the Regulations and undertaking that he/she shall not make any
additions or alterations in the flat without prior permission in writing from the
Authority.

And whereas the allottee is survived by the following legal heirs:-

S.No.	Name	Age	Relationship with the deceased.
1.			
2.			
3.			
4.			

6. And whereas the said legal heirs approached the Authority for transfer of the rights, title and interest of the allottee in favour of Sh./ Smt.....son/wife/daughter of Shri.....who is also one of the allottee and the Authority has agreed to do so on the faith and representation of the said legal heirs on the conditions that the Executant gives an undertaking that he/she shall abide by all the terms and conditions mentioned in the Regulations and the deed appended thereto, e.g. 'the Hire Purchase Tenancy Agreement/Conveyance Deed for the flats and joint lease deed for the land under the appurtenant to the flats, and shall sign and execute the same with the Authority and get the same registered at his own cost and expenses in the manner prescribed under the Regulations within 90 days from the date of transfer of the flat or such extended period that may be permitted, he/she shall be responsible for looking after the common services attached to the flat and that he/she shall constitute and become a member of the Registered Agency prescribed under the Regulations.

7. Now this undertaking is executed by the Executant with full assurance to the authority to the effect that he/she shall abide by the terms and conditions that are set forth in the D.D.A. (Management and Disposal of Housing Estates) Regulations, 1968, the documents appended thereto or may be set forth in the Hire Purchase Tenancy Agreement, conveyance deed for the flat and the joint lease deed for the land under and appurtenant to the flats by the Delhi Development Authority and get the same registered at his/her own cost and expenses in the manner prescribed under the Regulation, within 90 days from the date of transfer of the flat or such extended period as may be permitted by the Vice-Chairman of the Delhi Development Authority from time to time and that during the said period of 90 days or such extended period as may be permitted he/she shall be responsible for looking after the maintenance of common services attached to the flat. The executant further undertakes that he/she shall constitute and become a member of the Registered Agency prescribed under Regulation 38 of the Regulation and abide by the Constitution, a Model form of which he/she has read and understood.

8. He/she further undertake not to make any additions and alterations in the dwelling units to be transferred to him without obtaining prior permission in writing from the DDA. It will be open to the Authority to cancel the allotment and resume the possession of the dwelling unit, if he/she fails to fulfil the undertaking given herein.

9. In witness whereof the undertaking has been signed by the Executant in the presence of the witnesses of the date mentioned herein above.

EXECUTANT

in the presence of :

WITNESSES :

Signaturee	Name	Occupation	Address
1.			
2.			

INDEMNITY BOND

This indemnity bond is made on this.....day of.....
 200.....by Sh./Smt/Miss.....son/ wife/daughter
 of Shri.....R/o.....
 (hereinafter called The Executant) in favour of the Delhi Development
 Authority through its Vice-Chairman (hereinafter called 'The Owner
 Authority'). The expression "the Executants" shall unless it requires a
 different or another meaning include his/her heirs, successors, legal
 representatives, administrators and permitted assigns. The expression
 The Owner "Authority & shall, unless the context requires a different or
 another meaning include its successors and assigns.

2. Whereas Sh./Smt.....son/wife/daughter of
 Shri.....resident of..... hereinafter
 called 'the allottee') had been allotted a flat bearing No.....Block
 No.....Pkt.....situated at.....Resdl.
 Scheme & Delhi/New Delhi (hereinafter called 'the flat') on Hire Purchase/
 Cash Down basis by the Owner Authority' under SFS/MIG/LIG/Janta
 category.

3. And whereas the allottee has died on.....and is survived
 by the following legal heirs.

S. No.	Name	Age	Relationship with the deceased
1.			
2.			
3.			

4. And whereas the allottee had executed a 'WILL' dated.....
 registered as No.....in Addl. Book No..... Vol.
 No.....at pages.....on.....with Sub-Registrar Delhi/
 New Delhi bequeathing the flat No..... Block No.....Situated
 in.....Resdl. Scheme in favour of the executant.

5. And whereas the other legal heirs of the deceased allottee have filed
 affidavit(s) to the effect that he/they has/have no objection in the mutating
 of the flat in favour or the Executant on the basis of the 'WILL' referred
 above by the Owner Authority.

6. And whereas the Executant had represented to the Owner Authority for mutating the rights, interests and title of the allottee in his/her favour on the basis of the 'WILL' referred to above.

7. And whereas the Owner Authority has agreed to mutate the rights, title or interest of the allottee in favour of the Executant subject to the condition that the Executant executing a Registered indemnity Bond in favour of the owner Authority undertaking to indemnify the Authority against any loss or damage that it may sustain or any action that may be brought against it on account of mutation of the flat in favour of the executant.

8. Now, therefore, in consideration of the aforesaid agreement, the Executant do hereby indemnifies and shall always keep the Owner Authority indemnified against any loss or damage that it may sustain by mutating the rights, title or interests of the allottee in favour of the Executant or any claim, proceeding or litigation, penalty or action that may be taken or brought against the owner Authority or arising out of or in connection with the mutation of the rights, title or interest of the allottee in favour of the Executant by the Owner Authority.

9. In witness whereof this deed has been signed and delivered by the Executant in favour of Owner Authority on the day, month and the year first above written.

EXECUTANT

Witnesses :

Signature	Name	Occupation	Address
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1.

2.

INDEMNITY BOND

This indemnity bond is made on this.....day of200..... by Sh./Smt..... son/wife/daughter of Sh./Smt..... r/o.....

(hereinafter called 'the executant' in favour of the Delhi Development Authority through its Vice-Chairman (hereinafter called 'the Authority') The expression 'the executant' shall unless it requires a different or another meaning include his heirs, successors, legal representatives, administrators and permitted assigns. The expression 'the authority', shall, unless the context requires a different or another meaning, include its successor and assigns.

2. Whereas Smt./Shri.....Son/Wife/ daughter of Shri.....resident of(hereinafter called 'the allottee') had been allotted a flat bearing No..... Block No..... Pkt. No..... situated at Delhi, New Delhi, hereinafter called 'the flat') on hire purchase/cash down basis by the Authority under the S.F.S./ M.I.G./L.I.G./ Janta category.

3. And whereas Sh..... the allottee has died on and is survived by the following legal heirs :-

S.No.	Name	Age	Relationship with the deceased.
1.			
2.			
3.			
4.			

4. And whereas the legal heirs of the Allottee had represented to the Authority to transfer the rights, title and interest of the allottee in favour of Sh./Smt.....son/daughter/wife of Sh..... resident of who is also one of the legal heirs of the allottee.

5. And whereas the authority has agreed to transfer the rights, title or interest of the allottee to the Executant subject to the condition that the Executant

Executes an Indemnity Bond in favour of the authority indemnifying the authority against any loss or any damage that it may sustain or any action that may be brought against it on account of allowing transfer of the flat in favour of the Executant.

3. Therefore, in consideration of the aforesaid agreement, the Executant hereby indemnifies and shall always keep the Authority indemnified against any loss or damage that it may sustain by transferring the rights, title or interest of the allottee in his favour or any claim, proceedings or litigation that may be taken out or brought against it or arising out of or in connection with the transfer of rights, title or interest of the allottee in favour of the executant.

7. In witness whereof this deed has been signed and delivered by the Executant to the Authority on the date first mentioned hereinabove.

EXECUTANT

Witnesses :

Signature	Name	Occupation	Address
-----------	------	------------	---------

1.

2.

(To be given by such legal heirs who have no objection in transferring the flat in favour of the intending transferee on the basis of 'Will' executed by the allottee).

AFFIDAVIT

I.....Son/Wife/Daughter of Sh.....
aged.....years, resident of..... do hereby
solemnly declare and affirm as under :-

1. That Sh./Smt.....Son/Wife/Daughter of
Shri.....was allottee of flat No..... Block
No.....Pkt. No.....at..... Residential Scheme,
Delhi/New Delhi.

2. That Sh./Smt.....son/wife/daughter of
Shri.....resident of..... was my father/
mother/son/daughter etc. (relationship).

3. That the said Sh./Smt.....has died on
.....at.....

4. That the mother of the deceased late Smt..... is not
alive.

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

S. No.	Name	Age	Relationship with the deceased
--------	------	-----	-----------------------------------

- 1.
- 2.
- 3.
- 4.
- 5.

6. That the said late Sh./Smt.....wife/son of
Sh.....had executed a 'WILL' on registered as
No.....in Addl. Book No.....Vol. No.....at

pages..... with Sub-Registrar, Delhi/New Delhi whereby the said flat has been bequeathed in favour of Sh./Smt.....son.wife of Sh.....

7. That I have no objection in case all rights, titles or interests in the above said flat are transferred in the name of Sh..... s/o Sh.....on the basis of the above said WILL.

8. That I am a citizen of India and have attained the age of majority.

DEPONENT

VERIFICATION :

I, the above named deponent, do hereby verify that the contents of paras 1 to 8 of my above affidavit as are correct to the best of my knowledge and believed by me to be true and that nothing material has been concealed therefrom.

Verified at Delhi, New Delhi on this..... day of.....200.....

DEPONENT

RELINQUISHMENT DEED

This deed of relinquishment is executed on this day of 200..... by Shri/Smt..... son/wife/daughter of Sh..... resident of (hereinafter called 'the Executant') in favour of Sh./Smt..... son/wife/ daughter of Sh..... Resident of

2. WHEREAS Shri/Smt.....son/wife/ daughter of sh..... hereinafter called 'the allottee') had been allotted a flat bearing No..... Block No..... Pocket No..... Residential Scheme (hereinafter called {'the flat'}) by the Delhi Development authority vide letter No..... datedor Conveyance Deed dated registered at SI.No..... in Addl. Book No..... Vol. No..... at pages.....to.....on before the Sub-Registrar, Delhi/ New Delhi, Sub Distt. No.....

3. And whereas the allottee has died on at..... and is survived by the following legal heirs :-

Sl.No.	Name	Age	Relationship
1)			
2)			
3)			
4)			
5)			

4. And whereas share in the flat has developed upon the Executant upon the demise of the allottee.

5. And whereas the executant wishes to relinquinsh his/her share in the flat as mentioned hereinabove in favour of Shri/Smt..... Son/Wife/Daughter of.....Shri..... Resident of who is also one of the lgal heirs of the Allottee.

6. Pursuant to his/her wish, as mentoined above, the Executant hereby releases and relinquishes all his/her rights, interests, shares in the flat and hereby declares and affirms that he/she will have no claim, right or interest in the flat and the same vests absolutely with Shri/Smt.....

In witness whreof the Executant has signed this deed on the date first hereinabove mentioned.

EXECUTANT

WITNESSES :

Signature	Name	Occupation	Address
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1.

2.

AFFIDAVIT FROM TRANSFEROR

I,son/wife/daughter of Shri.....
..... aged years, resident of
.....do hereby/solemnly declare and affirm as under :-

1. That Ison/wife/daughter of Shri.....
have been allotted flat bearing No.....Block No..... Pkt. No..... in
..... Residential Scheme under SFS/MIG/LIG/Janta Category on
Hire Purchase/Cash Down basis by the Delhi Development Authority vide
letter No..... dated

2. That I intend to transfer the allotment of the said flat in the name of
Shri/Smt..... son/wife/daughter of shri who
is my and is related to me by blood/by Hindu Marriage Act.
He/she also falls under the S.F.S./M.I.G./L.I.G./Janta category.

3. That neither I nor my wife/husband or dependent children or
dependent relation own any residential plot/house/flat in the Union Territory
of Delhi other than the flat proposed to be transferred.

4. That neither I nor my wife/husband or dependent children or
dependent relation is registered with DDA under any scheme for allotment
of plot/flat and none is entitled as a member of any House Building Co-ope-
rative/Group Housing Society.

5. That I also undertake that after having transfered this flat No.....
Block No..... Pocket No.....in Residential Scheme. I/my
wife/husband/minor children and dependent relation will not purchase and
residential plot/flat from any Co-operative House Building Society or Land
Holding Deptt. and DDA in Delhi/New Delhi/Delhi Cantt. for Ten years from
the date of transfer.

DEPONENT

VERIFICATION

I, the above named deponent do hereby verify that the contents of
paras 1 to 5 of the above affidavit are correct and believed by me to be true
and nothing material has been concealed therefrom.

Verified at on.....

DEPONENT

AFFIDAVIT FROM TRANSFEREE

I,son/wife/daughter of Sh.....
aged..... years, r/odo hereby sol-
emnly affirm and declare as under :-

1. That Shri/Smt./Miss..... son/wife/daughter of Sh.
..... has been allotted flat bearing No..... Block No.....
Pocket No..... in Residential scheme under SFS/MIG/
LIG/Janta Category on Hire Purchase/Cash Down basis by Delhi Develop-
ment Authority vide letter No..... dated.
2. That Shri/Smt..... son/wife/daughter of Sh..... is my
father/mother/son/daughter/brother and related to me by blood/ by Hindu
Marriage Act.
3. That Sh./Smt..... son/wife/daughter of Sh.....
wants to transfer the allotment of said flat in my name. I come within the
SFS/MIG/LIG/Janta Category.
4. That I have no objection if the said allotment of flat is transferred in
my name. I will abide by the terms & conditions of allotment which were
applicable to the said Sh.....(transferor)
5. That neither I nor my wife/husband or dependent children or dependent
relation own any residential Plot/House/Flat in the Union Territory of Delhi.
6. In the past, I have not transferred any residential Plot/House or Flat
to any of my family members or to any blood relation nor I have transferred
my membership in any Co-operative House Building Society in Delhi in
favour of any of my family members or in any blood relation.
7. That I am a citizen of India.
8. That I have attained the age of majority.

DEPONENT

VERIFICATION

I, the above named deponent do hereby verify that the contents of paras 1 to 8 of above affidavit are correct and believed by me to be true and nothing material has been concealed therefrom.

Verified at.....on.....

DEPONENT

INDEMNITY BOND FROM TRANSFEROR

This Indemnity Bond is made on this.....day..... of 200.... by Sh./Smt./Miss.....son/wife/daughter of Shri..... R/o..... (hereinafter called 'the transferor'). The term 'the transferor' shall unless in consistent with the context include the legal-heirs, successors, executors, administrators, legal representatives and permitted, assigns in favour of Vice-chairman, Delhi Development Authority, New Delhi (hereinafter called 'the owner/authority').

2. Whereas Sh./Smt./Miss..... Son/ wife/daughter of Shri..... r/o..... has been allotted a flat bearing No..... block No..... Pocket No..... in Residential Scheme under SFS/MIG/LIG/Janta Category (hereinafter called 'the Flat') on hire purchase/cash down basis by the owner/authority vide allotment letter No..... dated, the transferor.

3. And whereas the transferor (hirer/allottee) and the transferee have requested the owner/authority to transfer rights of the hirer/allottee in the said flat in favour of Shri/Smt..... son/wife/daughter of Shri..... (hereinafter called 'the transferee') who is related by blood to the hirer/allottee as wife/son/daughter/mother/father/brother/sister.

4. And whereas the transferor hereby undertakes also that after having transferred this flat No..... Block No.....Pocket No..... in residential scheme, he/she or his/her husband/wife/minor children and dependent relation will not purchase any residential plot/flat from any Co-operative House Building Society, Land Holding Department and DDA in Delhi/New Delhi/Delhi Cantt. for ten years from the date of transfer.

5. And whereas the owner/authority on the faith of the representations made by the transferor (hirer/allottee) and the transferee, has agreed to transfer the allotment of flat in favour of the transferee on the condition that the owner/ authority be indemnified by the transferor and the transferee against any loss, damage that may be sustained by it or claimed or from the proceedings that may be filed against it for transferring the rights and interest of the allottee in favour of the transferee.

6. Therefore, in consideration of the aforesaid agreement the transferor hereby undertakes to indemnify the owner/Authority and shall always keep the owner/ Authority indemnified against any loss or damage that may be sustained by it or claimed through litigation proceedings etc. that may be taken out against in arising out of the said transfer action.

7. In witness thereof this deed has been signed and delivered by the transferor on the date first mentioned herein above.

TRANSFEROR

WITNESSES :

Signature	Name	Occupation	Address
1.			
2.			

Annexure-11

INDEMNITY BOND FROM TRANSFEREE

This Indemnity Bond is made on this.....day..... of 200.... by Sh./Smt./Miss.....son/wife/daughter of Shri..... R/o..... (hereinafter called 'the transferee'. The term 'the transferee' shall unless in consistant with the context include the legal-heirs, successors, executors, administrators, legal representatives and permitted,assigns in favour of Vice-chairman, Delhi Developmente Authority, New Delhi (hereinafter called 'the owner/authority').

2. Whereas Sh./Smt./Miss..... Son/ wife/daughter of Shri..... r/o.....(hereinafter called the transferee) has been allotted a flat bearing No..... block No..... Pocket No..... in Residential Scheme under SFS/MIG/LIG/Janta Category (hereinafter called 'the Flat') on hire purchase/cash down basis by the owner/ authority vide allotment letter No..... dated

3. And whereas the transferor (hirer/allottee) and the transferee have requested the owner/authority to transfer the rights of the hierer/allottee in the said flat in favour of Shri/Smt..... son/wife/daughter of Shri..... (hereinafter called 'the transferee') who is related by blood to the hirer/allottee as wife/son/daughter/mother/father/brother/sister.

4. And whereas the transferee also declared that in the past he/she had not transferred any residential plot/House or flat to any of his/her family members or to any other blood relation nor he/she had so transferred his/ her membership in any Co-operative House Building Society in Delhi in favour of any of his/her family members or to any of the blood relations.

5. And whereas the owner/authority on the faith of the representations made by the transferor (hirer/allottee) and the transferee, has agreed to transfer the allotment of flat in favour of the transferee on the condition that the owner/ authority be indemnified by the transferor and the transferee against any loss, damage that may be sustained by it or claimed of from the proceedings that may be filed against it for transferring the rights and interest of the allottee/transferor in favour of the transferee.

6. Therefore, in consideration of the aforesaid agreement the transferee hereby undertakes to indemnify the owner/Authority and shall always keep the owner/ Authority indemnify against any loss or damage that may be sustained or claimed through litigations, proceedings etc. that may be taken out against it arising out of the said transfer.

7. In witness whereof this deed has been signed and delivered by the transferee on the date first mentioned herein above.

TRANSFEROR

WITNESSES :

	Signature	Name	Occupation	Address
1.				
2.				

UNDERTAKING

This undertaking is executed on this day of200... by Shri/Smt.....son/wife/daughter of Shri..... r/o (hereinafter called 'the transferee') in favour of the Delhi Development Authority (hereinafter called 'the Authority'). The expression ('the transferee' shall unless the context requires a different or another meaning include his heirs, legal representatives, successors, administrators, and permitted assigns. The expression 'the Authority' shall, unless the context requires a different or another meaning, include its successors and assigns.

2. Whereas Shri/Smt..... Son/Wife/daughter of Shri..... R/O (hereinafter called 'the allottee') on application made to the Authority under the Delhi Development Authority (Management and Disposal of Housing Estates) Regulations, 1968 (hereinafter called 'the Regulations') had been allotted a flat bearing No..... Block No..... Pocket No..... on floor situated at..... Delhi/New Delhi (hereinafter called 'the flat') on hire purchase basis/cash down basis in SFS/MIG/LIG/Janata Category.

3. And whereas under Regulation 38 of Regulations it was obligatory on the part of the allottee to have formed and registered an agency with the Vice-chairman of the Authority for the management and administration of the common portions and common services attached to the flats, to execute the Hire Purchase Tenancy agreement/Conveyance Deed in respect of the flat and joint Lease Deed for the land under the appurtenant to the flat.

4. And whereas I, in my own interest have applied to Delhi Development Authority for the transfer of the flat allotted to Sh./Smt./Miss..... before the completion of the various formalities required to be performed by me under the said Regulations and execution and registration of the documents provided in the said regulations.

5. Ison/wife/daughter of Sh..... r/o hereby undertake that in the event of the transfer of the flat allotted to Shri/Smt./Miss..... in my favour, I shall abide by all the terms & conditions that are set forth in the DDA (Management and Disposal of Housing Estate) Regulations, 1968 including the documents containing therein or may be set forth in the Hire Purchase Tenancy

Agreement/Conveyance Deed for the flat and the joint Lease Deed for the land under the appurtenant to the flat by the Delhi Development Authority and shall sign and execute the same with the Delhi Development Authority and same registered at my own cost and expenses in the manner prescribed under the said regulations within 90 days from the date of transfer of the flat or such extended period as may be permitted by the Vice-chairman of the Delhi Development Authority from time to time, and that during the said period of 90 days of such extended period as may be permitted, I shall be responsible for looking after the maintenance of the common services attached to the said flat.

6. I further undertake that I shall constitute and become a member of the registered agency prescribed under Regulation 38 of the said Regulations and abide by the constitution, a Model Form of which I have read and understood.

7. I also undertake not to make any additions and alterations in the Dwelling Unit allotted and transferred to me without obtaining prior permission in writing from the DDA. It will be open to the DDA to cancel the allotment and to resume the possession of Dwelling Unit, if I fail to fulfil the undertaking given herein.

Signed by me at Delhi/New Delhi on

TRANSFeree

WITNESSES :-

	Signature	Name	Occupation	Address
1.				
2.				

GIFT DEED

(In case the conveyance deed has been executed & registered)

Market value of the

Property Rs. _____

Stamp Duty Rs. _____

Transfer Duty Rs. _____

This deed of gift is executed at New Delhi on the day of200....., by Shri/Smt/Miss..... son of/wife of/ daughter of Sh..... r/o (hereinafter called 'the donor') of one part and Sh/Smt..... son/daughter/wife/husband of r/o (hereinafter called 'the Donee') of the other part.

2. Whereas the Donor is allotted of the property described in the schedule hereto having purchased the same from Delhi Development Authority, New Delhi for a sum of Rs..... vide Deed of Conveyance dated registered as document No..... in Addl. Book No..... Vol.No..... at page..... in the Office of the Sub-Registrar, Delhi on

3. AND WHEREAS the donor out of love and affection for his/her donee is desirous of making a gift of the said property to the donee.

4. NOW THIS DEED WITNESSETH AS FOLLOWS :-

(1) That in consideration of the natural love and affection of the donor for the donee, the donor hereby transfers to the donee free from all incumbrances ALL property described in the schedule hereto TO HOLD the same unto the donee absolutely for ever.

(2) Market value of the property hereby gifted is Rs..... The donee hereby accepts the said transfer.

THE SCHEDULE ABOVE REFERRED TO

All that floor, flat bearing No..... Block No....., Pocket No..... in DDA Housing Estate at New Delhi with all rights and easements appurtenant there to.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the day and year first above mentioned.

Signature of the Donor

Signature of the Donee

WITNESSES :-

Signatures	Name	Occupation	Address
(1)			
(2)			

* This specimen of Gift Deed may be used with such amendments as may be necessary depending upon the nature and circumstances of the Gift.