GUIDELINES FOR
TRANSFER OF ALLOCATION/ALLOTMENT OF
FLAT IN DEATH CASE

HOUSING DEPARTMENT
DELHI DEVELOPMENT AUTHORITY
TRANSFER OF ALLOCATION/ALLOTMENT OF FLAT IN DEATH CASE

Following documents are required to be submitted (formats given inside).

- Affidavit regarding survived legal heirs from the transferee on Non-judicial stamp paper of Rs. 10/- duly attested.

- Relinquishment Deed on Rs. 100/- non-judicial stamp paper duly registered.

- Undertaking from the transferee on non-judicial stamp paper of Rs. 10/- duly attested.

- Indemnity Bond from the transferee on Rs. 100/- non-judicial stamp paper duly attested

- Death Certificate in original.

- No Objection Certificate from the employer/Govt. loan paying agency, if house building advance obtained.

- Documentary evidence of relationship i.e., attested photocopy of:
  - School leaving certificate duly attested by the gazetted officer, or
  - Passport, etc.duly attested by the gazetted officer, and
  - Ration card duly attested by the gazetted officer

- For SFS flats bank guarantee duly renewed if applicable.

- Photograph and three signatures duly attested of the transferee duly attested by the gazetted officer
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 Sh._____________________was allottee of Flat No._________Block No.________ Pkt No._________ in_______________Residential Scheme, Delhi/New Delhi.

2. That Shri/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 are the legal heirs;

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6. That there are no other legal heirs except mentioned above in para 5.

7. That the deceased has 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.___________________________.

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______________19_____
This Deed of relinquishment is executed on this day of _______ 199______ by
Shri/Smt._________________son/wife/daughter of Sh.____________________________
Resident of____________________________________________ (hereinafter called “the
Executant”) in favour of Sh./Smt._____________________________son/wife/daughter of
Shri________________________________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.
________ in_______________ Residential Scheme (hereinafter called “the flat”) by the Delhi
Development Authority vide letter No.______________________ dated________ or Conveyance
Deed dated__________________________ registered at Sl.No.___________ in Addl. Book No.__________ Vol.
No.____________ at pages_______ to __________ 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.

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4. And whereas______________share in the flat has devolved upon the Executant upon
the demise of the allottee.

5. And whereas the Executant wishes to relinquish 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
legal heirs of the Allottee.

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

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

EXECUTANT

WITNESSES :

Signature Name Occupation Address
1)
2)

UNDERTAKING

This undertaking is executed on this day of_______ 199____ 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 or another meaning include 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 by 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/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 whereas the allottee had not become one 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 Regulation 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.

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

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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 flat 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 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 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 the Regulation 38 of the Regulations 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 unit 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 fulfill the undertaking given herein.

9. In witness thereof 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:

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INDEMNITY BOND

This indemnity bond is made on this____________________day of_____199____by
Sh./Smt.________________________________son/wife/daughter of Sh._
r/o_____________________________________ (hereinafter called “the Executant”) in favor of
Delhi Development Authority through its Vice Chairman (hereinafter called “the Authority”). The
expression “the Executant”, shall, unless the context requires a different and 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 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.______ Pocket
No.____on___________floor situated at_____________________Delhi/New
Delhi(hereinafter called “the flat”) on hire purchase basis/cash down basis by the Authority under

3. And whereas Sh______________________________the allottee has d ied on______ and is
survived by the following legal heirs :-

Sl. 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 rights
, title and interest of the allottee in favour of Sh./Smt.________________________________son/wife/daugther of
Shri____________________________residen 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 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.
6. 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 favor of the executant.

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

EXECUTANT

Witnesses:

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