

(55)

F.No.27012/02/2015-LRD
Government of India
Ministry of Rural Development
Department of Land Resources

G Block, NBO Building
Nirman Bhawan, New Delhi-110011
Dated 30-03-2015

To

Secretary Revenue/Secretary Stamp and Registration/ Inspector General of
Registration of all States/UTs

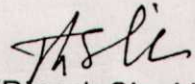
Subject: - Ease of doing business in India – regarding

Sir,

Please find enclosed herewith copies of model Gift Deed, Lease Deed, Sale Deed, Will, Model Agreement to Sell, Exchange Deed, Mortgage Deed and Power of Attorney for information.

You are requested that the above proformas may be customized according to requirements of the State/UT and circulated to the Field Offices of Registration/other relevant Departments/Offices. You may also upload them on your website.

Yours faithfully

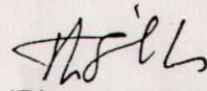

(Dinesh Singh)

Deputy Secretary to the Govt. of India (LR)

Tele. No. 011 23062027

Copy to :

1. Secretary, Ministry of Urban Development, Nirman Bhawan, New Delhi
2. Secretary, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi
3. Joint Secretary (UD), Ministry of Urban Development, Nirman Bhawan, New Delhi
4. Under Secretary, Cabinet Secretariat, Rashtrapati Bhawan, New Delhi.


(Dinesh Singh)
Deputy Secretary to the Govt. of India (LR)
Tele. No. 011 23062027

Note: -This is a model draft and may be customized according to individual requirements

GIFT DEED

CHART FOR CALCULATION OF VALUE WITH REGARD TO CIRCLE RATE FOR THE PAYMENT OF STAMP DUTY AND TRANSFER DUTY

Total Area of Plot/flatSq. Meters/Sq. Feet
Cost of land

Built up area Sq. Feet
Number of floors constructed/semi constructed

Category

User Type-Residential/Commercial/Industrial

Year of construction.....

Cost of construction.....

Stamp Duty Rs.....

This GIFT DEED is made and executed at (Name of place) on this _____ day of _____, _____

BETWEEN

_____, S/O, D/O, W/O _____
R/O _____

_____, hereinafter called the (DONOR),

AND

_____, S/O, D/O, W/O _____
R/O _____

_____, hereinafter called the (DONEE),

The expressions of the DONOR and the DONEE shall mean and include their respective heirs, successors, executors, nominees, assignees, administrators and legal representatives etc.

Source of title to the property:

And Whereas the Donee is the _____ (relationship with donor) of the Donor and out of her love and affection for the Donee, the Donor has agreed to transfer the said property, i.e. _____ (mention the share- half/full) having undivided/divided share in the entire Freehold Built-up Property bearing No. _____ (hereinafter referred to as "SAID PROPERTY") by way of Gift to the Donee, which has been ACCEPTED by the Donee.

NOW THIS GIFT DEED WITNESSETH AS UNDER

- (1) That the aforesaid Donor out of natural love and affection for the Donee, of his own free will and without any pressure, undue influence or coercion and without any monetary consideration, doth hereby transfer, convey, assign the said property with super-structures, alongwith all the freehold rights, title, interest, easements and privileges alongwith sanitary and electrical installations, fixtures and fittings whatsoever appurtenant to the said share of the said property TO HAVE AND TO HOLD the same unto the Donee, absolutely and forever.
- (2) That the aforesaid Donor assures the Donee that the said property hereby gifted is free from all sorts of encumbrances such as prior sale, gift, mortgage, and disputes etc.
- (3) That the said property is already in possession/will be put to possession of the Donee, the Donor has delivered proprietary rights and actual and physical/constructive possession of the said property to the Donee by this Deed.
- (4) That the Donee will pay electricity, water, house tax bills or any other dues and demands of the concerned authority in respect of the said property from the date of execution of this gift deed.
- (5) That the Value of the said property has been assessed by the guideline value register at Rs. _____/- the stamp duty has been paid according provisions of the law, the value set forth in this Deed is absolutely fair. No monetary transaction has taken place.
- (6) That now the Donor admits that he has been left with no right, title, interest or concern of any nature whatsoever in the said property and the Donee has become the absolute owner of the said property by this Deed, who shall be fully competent to use and enjoy the said property or transfer or alienate the same to anyone by way of sale, gift, mortgage, lease or otherwise to anyone in the manner he likes, as permissible by law, without any claim, demand and objection by the Donor and his other heirs and successors.
- (7) That the Donor will get the said property transferred, mutated and assessed in the name of the Donee in the Records of Local bodies, electricity board, water board or any other concerned authority, otherwise also the Donee can get his own name so entered on the basis of this Gift Deed.

IN WITNESS WHEREOF, the Donor and the Donee have signed this Gift Deed at (Name of the place), on the date first mentioned above in the presence of the following witnesses.

WITNESSES:-

1. (Name, father's name, address)

DONOR

2. (Name, father's name, address)

DONEE

51

Note: -This is a model draft and may be customized according to individual requirement.

LEASE DEED

This Lease deed is made and executed at (Name of place) on thisday of ,

BETWEEN

.....,s/o/d/o.....,
r/o..... (hereinafter called the Lessor) of the one part.

AND

.....,s/o..... d/o.....,
r/o..... (hereinafter called the Lessee) of the other part.

The expression Lessor & Lessee shall mean and include the parties itself, their respective legal heirs, executors, successors, administrators, legal representatives and assigns/nominees of their respective part.

Whereas Lessor is an absolute owner and in possession of the property no., situated at

..... measuring
(hereinafter referred to as the SAID PROPERTY).

NOW THIS LEASE DEED WITNESS AS UNDER:-

1. Period of Lease :
From.....To.....

2. Amount of Advance/Premium : Rs.....(Rupees
.....only), (if any)
3. Security Deposit, if any : Rs.....(Rupees
.....only), (if any)
4. Details of Periodicity & Mode of Payment of rent.
.....
5. Stamp duty paid : By
Rs.....(Rupees.....
.....only), (if any)
6. That the lessor is the sole/ joint/ co-owner of the said property being leased out and in possession of the said property mentioned in the Schedule below.
7. That the lessee has approached the lessor for grant of a lease of the property described in the schedule below for a period mentioned above and the lessor has agreed to grant the said property on lease on the terms and conditions hereinafter appearing.
8. That the Lessor acknowledges receipt of an interest free advance amount of Rs.....(Rupees.....only) by cash/cheque/DD. No.....dated.....drawn on. which will be refundable upon expiry of the lease or sooner determination on account of violation of the covenants of the lease subject to receipt of vacant physical possession by the lessor and set-off of the claims if any of the lessor on account of breaches on part of the lessee.
9. That the lessee agrees to pay the rent, as agreed above, on or before the Day of successive English calendar month.
10. That the lessee shall pay the Electricity and water consumption charges directly to the concerned authorities on a regular basis and supply copies of paid bills to the lessor and if the lessor requires the lessee will also furnish the proof of the payment of bills.
11. That in case of increase in the property/ house tax of the property, the proportionate increase in the tax liability on account of this tenancy shall be exclusively borne by lessee.
12. That the lessee shall not sub-let/ sub-lease any portion of the property or part thereof to any person without the prior permission of the lessor, in writing.

13. That the lessee shall not make any structural changes in the said property or any portion thereof. However, minor changes/beautification may be made by the lessee with/without the consent of the lessor in writing.
14. That the lease shall terminate at the end of the term agreed and an option to renew it is hereby retained upon the mutual understanding of both the parties to this deed.
15. That at the end of the lease period, the property shall be handed over to the lessor in good condition. The lessee shall have the right to refund the advance/premium paid subject to set-off of any claim of the lessor.
16. That the Lessor retains the right to inspect the said property, at reasonable time during the day, to know the condition of the building.
17. That the said property can and shall be used only for the lawful purposes.
18. That if the Lessor or Lessee wants to have the premises vacated before expiry of the tenancy period, one month clear notice shall be given in writing to the other party and on such vacation lessor shall refund the advance paid after deducting any dues/damages. Any dispute arising between the parties hereto shall be subject to the jurisdiction of the courts in.....
19. Any other conditions: (if any):

SCHEDULE OF THE LEASED PROPERTY:

Revenue District

Sub-Registrar Office Village..... Local Body
concerned.....

Ward No.....

GRS No/O.S.No/ R.Survey No./T.S.No.....
(whichever is applicable)

Survey Block No./ Survey Ward No.

Total Extent Hec./Sq.M.

Extent of Land Leased:..... Hec./Sq.M.

Street Name:..... Door No:.....Flat No.....

18. If the property leased is a portion of the above said property

Details of property leased:

19. Any other details regarding Schedule of Property:

20. Permissible Land Use :

21. Actual Land Use ;

IN WITNESS WHEREOF, the parties hereto have set their hands to this lease deed on the day, month and year first mentioned above in the presence of the following witnesses:-

.Signature of the Lessor

WITNESSES:

1. (Name, father's name and address)

Signature of the Lessee.

2. (Name, father's name and address)

Note: -This is a model draft and may be customized according to individual requirement.

SALE DEED

Total Area of Plot/flat Sq. Meters/Sq. Feet/applicable plinth area

Cost of land

Built up area.....Sq. feet.

Number of floors constructed/semi constructed

Category (Area Wise, for the purpose of calculation of circle rate)

Approved

Use.....

Actual

Use.....

Year of

construction.....

Cost of

construction.....

Stamp Duty paid

Rs.....

This sale deed is made and executed at (Name of place) on thisday of,

BETWEEN

.....,s/o.....,
r/o.....

..... (hereinafter called the Vendor) of the one part.

AND

.....,s/o.....,
r/o.....

..... (hereinafter called the Vendee) of the other part.

The expression Vendor & Vendee shall mean and include the parties itself, their respective legal heirs, executors, successors, administrators, legal representatives and assigns/nominees of their respective part.

Whereas vendor is an absolute owner and in possession or otherwise entitled to physical and legal possession of the property no., situated atmeasuring.....
(hereinafter referred to as the SAID PROPERTY) which is boundea as under:-

EAST:

WEST:

NORTH:

SOUTH:

having purchased/acquired/inherited the said property vide registered sale deed/gift deed/Will/Letter of Administration as document No....., Addl. Book....., Vol. No.....pagesto....., datedduly regd. in the office of Sub-Registrar....., (Place).

And whereas the Vendor for his *bonafide* needs and legal requirements, in his sound disposing mind without any pressure, force, compulsion or coercion has agreed to sell vide agreement to sell dated....., registered on Vide registration no..... and transfer the above said property unto the Vendee for a sum of Rs..... for which the Vendee after scrutinizing the status of the land and also having satisfied regarding the title of the Vendor has agreed to purchase the same against the said consideration.

NOW THIS DEED WITNESSETH AS UNDER:-

1. That the Vendee has paid to the Vendor a sum of Rs.
(Rupeesonly) as full
and final consideration for the sale of said property, the receipt thereof is hereby
acknowledged by Vendor. .
2. That the Vendor hereby sells, conveys, transfers and assigns the above said property
absolutely and forever with all rights, title and interest of the same, unto the Vendee who
shall hereafter be the absolute owner of the same and shall enjoy all rights of ownership of
the said property.
3. That the actual physical/legal possession of the above said property has been handed
over by the Vendor to the Vendee who shall be entitled to possess the same hereafter.
4. That all expenses of this sale deed such as stamp duty, execution and registration fee,
etc. has been paid by the Vendee.
5. That all taxes, charges, dues, demands, arrears, electricity charges, water charges,
outstanding bills, house tax, development charges etc., if any, in respect of the said
property for the period prior to the date of execution of this sale deed shall/have
be/been paid and borne by the Vendor and hereafter the same shall be paid and borne by
the Vendee.
6. That the Vendor hereby agrees and assures the Vendee to help and assist him in getting
the property transferred/mutated in the relevant records of MCD/Revenue
department and any other concerned department and/or the Vendee shall have full
right to get the property transferred/ mutated in his/her own name from the concerned
department on the basis of this Sale Deed even in the absence of the Vendor.
7. That all right, easements and appurtenants thereto have also been conveyed and transferred
with the said property unto the Vendee.

8. That the Vendor has assured the Vendee that the said property under sale is free from all sorts of encumbrances such as sale, mortgage, gift, transfer, decree, litigation, lease, acquisition/ notification etc. and there is no defect in the title of the Vendor. If it is proved otherwise at any time and the Vendee suffers any loss, then the Vendor shall be fully liable and responsible for the same and the Vendee shall be entitled to recover all his/her losses from the Vendor..
9. That the Vendees shall have full right to apply and get the water, electric and sewerage connection regarding the said property from the concerned authorities and also to get the existing name changed in his/her own name from the department concerned without any written consent of the Vendor.
10. That the Vendor has delivered the previous title documents relating to the above mentioned property. The Vendor hereby declares and assures to the Vendee that the said property has not been acquired by the Govt. and there is no injunction or attachment order of any Court or Department.

IN WITNESS WHEREOF, the parties have signed and affixed their signatures thumb mark on this Sale Deed after understanding the contents of the same on the day, month and year first above written in the presence of the following witnesses:

WITNESSES:-

1. (Name, father's name, address)

VENDOR

2. (Name, father's name, address)

VENDEE

Note: -This is a model draft and may be customized according to individual requirement.

Will

This is my last will and testament. I.....S/o.....R/o..... aged about years, presently residing in sound disposing mind and without any pressure from any person do hereby make this will as my last will and cancel all my previous wills and codicils to avoid any dispute or difference regarding my moveable and immoveable properties after my death.

I am blessed with

(Give details of the legal heirs namely, wife/son/ daughter/ or any other relative which testator wants to mention)

All my above-mentioned children are married and well settled in their respective lives and they have looked after me very well.

I am the owner and in possession of

(Give details of movable and immovable properties including bank accounts)

Life is uncertain and I do not know when the god calls me and I don't know when I leave this beautiful world therefore, during my lifetime I want to make settlement of my all moveable and immoveable properties so as to avoid any difference or dispute over sharing of my properties among my legal heirs.

Therefore, I am making the present will. So long I am alive I will continue to be owner of all my properties. However, after my death

(Testator should mention settlement/ sharing ratio/ arrangement with respect to his movable and immovable properties either in favour of legal heirs or any person of his choice)

I bequeath all my moveable and immovable properties to my aforesaid legal heirs as per the arrangement made above.

I appoint Mr/MrsS/W/D ofR/o....., and in case of his demise Mr/MrsS/W/D ofR/o..... as executor of this will)

All my previous will and testament are hereby cancelled.

Signed on thisday of 201.. in the presence of the following witnesses who have also signed in presence of each other and in my presence.

Signature of Testator/ Testatrix

Certified that the above will has been signed by the above-mentioned testator in our presence and we have also signed as attesting witnesses in presence of the Testator/ Testatrix and in the presence of each other after the contents of will explained to testator in Hindi (mention local language if any), he understood and agreed with the same on the date and time mentioned above.

Witnesses.

1. (Name, father's name, address)

2. (Name, father's name, address)

Note:- This is a model draft and may be customized according to requirements of individual cases

FORMAT

1. Nature of the Document : **AGREEMENT TO SELL**
2. (i) Date of Execution :
- (ii) Place of execution :
3. Name of the seller :
- Age :years
- Father/Husband Name :
- Address :
.....
.....
.....

Note: (if there are more than one sellers the particulars in column may be repeated)

- (i) Name of the agent (if any) :
- Age :years
- Father/Husband Name :
- Address :
.....
.....
.....
- Details of Power of Attorney :
.....
.....

4. Name of the buyer :
- Age :years

Final model draft agreed to by MoUD and DoLR

Father/Husband Name :

Address :

Note : (If there are more than one buyers, the details in column 4 may be repeated).

(i) Name of the agent (if any) :

Age :years

Father/Husband Name :

Address :

Details of Power of Attorney :

5. Source of title to the property :

6. Previous Registration : Document No Year Office
.....

7. (i) Sale Consideration : Rs. (Rupeesonly)

(ii) Advance Amount : Rs. (Rupeesonly)

(iii) Details & Mode of Payment :

(iv) Period of agreement :

8. SCHEDULE OF WHOLE PROPERTY:

Total Area of Plot/flat Sq. Meters/Sq. Feet/applicable plinth area

Cost of land

Built up area Sq. feet.

Number of floors constructed/semi constructed

Final model draft agreed to by MoUD and DoLR

Category (Area Wise, for the purpose of calculation of circle rate)

Approved Use.....

Actual Use.....

Year of construction.....

Cost of construction.....

Stamp Duty paid Rs.....

Revenue District :

Sub-Registrar Office :

Village :

Local Body concerned :

Ward No./Municipal No. :

GRS No/O.S.No/ R.Survey No./T.S.No. :

(whichever is applicable)

Survey Block No./ Survey Ward No. :

Total ExtentHec./Sq.M

Extent of Land :Hec/Sq.M.

Street Name:.....

Door No:.....

Flat No.....

Market Value of the property: Rs.....

Nature of Property (Agricultural/Residential/Plot/House/Shop/Industry):

Boundaries:

East by:

West by:

North by:

South by:

Linear Measurements:

East to West on the Northern side:m

East to West on the Southern side:m

North to South on the Eastern side:m

North to South on the Western side:m

9. Conditions of Sale:

(1) In consideration of the amount mentioned above, the seller hereby agrees to sell the above scheduled property and declares as follows:

- (i) that he/she/they is/are the absolute owner/s of the property agreed to be conveyed and is/are in possession, occupation and enjoyment of the property mentioned in schedule and no one else has got any right, title, power and interest to convey the property.
- (ii) that there are no encumbrances over the property and he/she/they agree/s to undertake to indemnify the buyer against all damages, losses, liabilities or expenses which the buyer may suffer and incur by reasons of defects in title or by reasons of encumbrances.
- (iii) that the seller hereby undertakes to execute and sign and get the sale deed or deeds registered in respect of the Schedule mentioned property either in the name of the buyer or his nominee or nominees any time when called upon to do so.
- (iv) that the seller herein undertakes to deliver vacant peaceful and physical possession of the property mentioned in Schedule to the buyer.
- (v) that the seller or any one acting on his behalf has not entered into any Sale agreement with any other person earlier in respect of property mentioned in Schedule either in full or in part and assures that he will not enter into any sale agreement.
- (vi) that in the event of full payment of the said consideration amount on or before the period of this agreement, agrees to execute necessary Sale deed and giving vacant possession and agrees to come over to the registration office for completing the registration.
- (vii) that out of the sale consideration mentioned above the advance amount of Rs..... have been fully paid and acknowledges the receipt of the same.

The buyer confirms:

- (i) that in the event of buyer paying the entire sale consideration and the seller fails to execute necessary documents/sale deed besides completion of registration process on or before the (date of completion of agreement), the buyer shall be entitled to enforce this agreement through a competent court of law.
- (ii) the possession of the property has been/has not been handed over to the buyer.

10. Any other Terms and Conditions (if any):

IN WITNESS WHEREOF this agreement to sell is being signed on the day, month and year first mentioned above in the presence of the following witnesses:-

39

Final model draft agreed to by MoUD and DoLR

Witnesses:

1. (Name, Father Name and Address)

Signature of the Seller

2. (Name, Father Name and Address)

Signature of the Buyer

Note:- This is a model draft and may be customized according to individual requirement.

EXCHANGE DEED

This exchange deed is made and executed at Delhi on thisday of, 201.....

BETWEEN

.....,s/o.....,r/o.....

(hereinafter called the FIRST PARTY).

AND

.....,s/o.....,r/o.....

(hereinafter called the SECOND PARTY).

WHEREAS the terms FIRST PARTY and the SECOND PARTY unless repugnant to the context shall mean and include their representatives heirs, successors, executors, administrators, trustees, legal representatives and assigns.

WHEREAS, the First Party herein, is the sole and absolute owner of immovable property bearing No..... situated at as described in the First Schedule hereunder written (hereinafter referred to as FIRST SCHEDULE PROPERTY), having purchased/acquired/inherited the said property vide registered sale deed/gift deed/Will/Letter of Administration as document No....., Addl.Book....., Vol. No..... pagesto....., dated.....duly regd. in the office of Sub-Registrar.....

WHEREAS, the Second Party herein, is the sole and absolute owner of immovable property bearing No..... situated at as described in the Second Schedule hereunder written (hereinafter referred to as SECOND SCHEDULE PROPERTY), having

purchased/acquired/inherited the said property vide registered sale deed/gift deed/Will/Letter of Administration as document No....., Addl.Book....., Vol. No.....pagesto....., dated.....duly regd. in the office of Sub-Registrar.....

WHEREAS the properties as mentioned in the schedules are free from all sorts of encumbrances such as liens, charges, claim, liabilities, acquisitions, injunctions or attachments from any Court of Law, gifts, mortgages, demands, notices, notifications, legal disputes, differences, decrees etc. at present and both the parties hereto are fully competent to dispose of the same in any manner they like.

WHEREAS the parties hereto have agreed to mutually exchange and transfer the ownership of the said properties as between them:

- a. That in pursuance of theagreement (if any) dated..... bearing registration number and in consideration of the second party conveying, transferring and assigning to the first party, the Second Scheduled property hereunder written. The First Party hereby in exchange conveys, transfers and assigns unto the Second party absolutely and forever with all rights, title and interest of the property described in the First Scheduled Property together with all the rights, easements and appurtenant thereto. The First Party has handed over all the deeds, documents, writings and other evidences of title relating to the First Scheduled Property to the Second Party.
- b. That in pursuance of the agreement (if any mentioned above) and in consideration of the first party conveying to the second party the First Scheduled property hereunder written. The Second Party hereby in exchange conveys, transfers and assigns unto the First Party absolutely and forever with all rights, title and interest of the property described in the Second Scheduled Property together with all the rights, easements and appurtenant thereto. The Second Party has handed over all the deeds, documents, writings and other evidences of title relating to the Second Scheduled Property to the First Party.

NOW THIS EXCHANGE DEED WITNESSETH AS UNDER:

- (1) That the first party has now become the absolute and exclusive owner of the property as mentioned in second schedule.
- (2) That the second party has now become the absolute and exclusive owner of the property as mentioned in first schedule.
- (3) That each party has taken the actual, physical, vacant and peaceful possession of their above mentioned / exchanged properties and have now become the sole and absolute owner of their respective properties, as exchanged above and are fully entitled and empowered to sell, let-out/mortgage, dispose of, or construct or use the said Properties in any manner as they may like hereinafter.
- (4) That all the expenses of the Exchange Deed such as Stamp duty, Registration Charges/Fees and writing charges etc. shall be borne equally by both the parties hereto.
- (5) That both the parties to this exchange deed have paid all taxes, charges, dues, demands, arrears, electricity charges, water charges, outstanding bills, house tax, development charges etc., in respect of their respective properties (as mentioned in the respective schedules) to the concerned departments for the period prior to the date of execution of this exchange deed.
- (6) That in future both the parties hereto shall pay all taxes, charges, demands, electricity charges, water charges, bills, house tax, development charges etc. in respect of the above exchanged properties.
- (7) That both the parties hereby agree and assure each other to help and assist in getting the properties, as exchanged above transferred/mutated in the relevant records of concerned authority/Revenue department and any other concerned department.
- (8) That each party shall have full right to apply and get the water, electric and sewerage connection regarding property as exchanged above from the concerned authorities and also to get the existing name changed in his/her own name from the department concerned.
- (9) That in case it is proved otherwise at any time and any of the parties suffer any loss, then the defaulting party shall be fully liable and responsible for the same and the aggrieved party shall be entitled to recover all his/her losses from the defaulting party.

(10) That in future none of the party to this exchange deed shall claim any right, title and interest in the said property which has been exchanged in favour of the other party as mentioned above.

(11) That the present exchange deed in being executed in duplicate and each party shall retain one original each.

(Any other covenant with the consent of both the parties may be added)

IN WITNESS WHEREOF, the parties have signed/ affixed their thumb mark on this Exchange Deed after understanding the contents of the same on the day, month and year first above written in the presence of the following witnesses:

FIRST SCHEDULE PROPERTY

(Property belongs to First Party exchanged to the Second Party)

Total Area of Plot/flat Sq. Meters/Sq. Feet/applicable plinth area

Cost of land

Built up area.....Sq. feet.

Number of floors constructed/semi constructed

Category (Area Wise, for the purpose of calculation of circle rate)

Approved

Use.....

Actual Use.....

Year of construction.....

Cost of construction.....

Stamp Duty paid Rs.....

Bounded as under:-

EAST:

WEST:

NORTH:

SOUTH:

SECOND SCHEDULE PROPERTY

(Property belongs to Second Party exchanged to the First Party)

Total Area of Plot/flat Sq. Meters/Sq. Feet/applicable plinth area

Cost of land
Built up area.....Sq. feet.
Number of floors constructed/semi constructed
.....
Category (Area Wise, for the purpose of calculation of circle rate)
.....
Approved
Use.....
Actual Use.....
Year of construction.....
Cost of construction.....
Stamp Duty paid Rs.....

Bounded as under:-

EAST:

WEST:

NORTH:

SOUTH:

WITNESSES:-

1. (Name, father's name, address)

FIRST PARTY

2. (Name, father's name, address)

SECOND PARTY

FORMAT

- Note: (if there are more than one Mortgagors the particulars in column may be repeated)

4. Name of the Mortgagee :
- Age : years

Final model draft agreed to by MoUD and DoLR

Father/Husband Name :
Address :
.....
.....
.....

Note : (If there are more than one Mortgagees, the details in column 4 may be repeated).

5. Source of title to the property :
6. Previous Registration : Document No Year Office
.....
7. Details of Mortgage if any entered ;
8. (i) Mortgage Amount : ~~Rs.~~..... (Rupees only)
(ii) Interest : PM/PA.
(iii) Details & Mode of Payment :
(iv) Period of repayment : Years/Months/on demand
9. Conditions of Mortgage:
- (i) that the mortgagor is the sole owner of the property mortgaged and is in absolute possession, occupation and enjoyment of the property described in schedule hereunder, and no one else has got any right, title, power and interest in the property hereby mortgaged.
- (ii) that the mortgagor is in need of funds and has therefore approached the Mortgagee and the Mortgagee has agreed to lend the same on the surety of the property described in schedule hereunder.
- (iii) that the mortgagor undertakes to repay the loan amount together with interest thereon at the rate and within the period abovementioned.
- (iv) In consideration aforesaid, the mortgagor doth hereby transfer by way of mortgage his house bearing municipal no situated at

Final model draft agreed to by MoUD and DoLR

..... and more particularly described in the Schedule hereunder written as a security for repayment of the said sum with interest @ per annum with the condition that the mortgagor, his heirs, executors, administrators or assigns shall on the said the pay to the mortgagee, his heirs, executors, administrators or assigns the said sum of Rs together with interest thereon at the rate mentioned above, the said mortgagee, his heirs, executors, administrators, or assigns shall at any time thereafter upon the request and at the cost of the mortgagor, his heirs, executors, administrators or assigns re-convey the said house, hereinbefore expressed to be mortgaged unto or to the use of the mortgagor, his heirs, executors, administrators or assigns or as he or they shall direct.

- (v) that on default in the aforesaid repayment of the loan amount and interest thereon the Mortgagee shall be free to enforce against the property described in schedule hereunder, without intervention of the Court, under Section 69 of the Transfer of Property Act after giving notice to the mortgagor to sell the Mortgaged property.
- (vi) that the amount mentioned above have been fully lent by the Mortgagee and the Mortgagor acknowledges the receipt of the amount mentioned in Column 8(i).
- (vii) that the mortgagor hereby mortgages by way of Simple Mortgage with the mortgagee, the property described in schedule hereunder together with all rights, title and interest of the Mortgagor in and upon the said property and part thereof to have and to hold the property unto the Mortgagee.
- (viii) That the mortgagor shall bear stamp duty, registration charges and other out-of-pocket expenses for the execution and registration of this deed and re-conveyance deed.

10. Any other Terms and Conditions (if any):

11. Schedule of whole property agreed to be conveyed:

Revenue District	:
Sub-Registrar Office	:

Final model draft agreed to by MoUD and DoLR

Village :
 Local Body concerned :
 Ward No :

GRS No/O.S.No/ R.Survey No./T.S.No.....
 (whichever is applicable)

Survey Block No./ Survey Ward No.

Total Extent Hec./Sq.M/Sq. feet.

Extent of Land agreed to be conveyed:..... Hec/Sq.M/Sq. feet.

Street Name:..... Door No:.....Flat No.....

Boundaries

East by:
 West by:
 North by:
 South by:

Linear Measurements:

East to West on the Northern side:m
 East to West on the Southern side:m
 North to South on the Eastern side:m
 North to South on the Western side:m

12. If the property agreed to be conveyed is a portion of the above said property

Details of property agreed to be conveyed :

13. Any other details regarding Schedule of Property:

IN WITNESS WHEREOF the parties hereto have set their respective hands unto this deed on the
 day, month and year first mentioned above in the presence of the following witnesses:-

WITNESSES:

Signature of the Mortgagor

1.

2.

Signature of the Mortgagee

1.

2.

Note:- This is a model draft and may be customized according to individual requirement.

FORMAT

- Nature of the Document : **POWER OF ATTORNEY**
- (i) Date of Execution :
- (ii) Place of execution :
- Name of the Principal :
- Age :years
- Father/Husband Name:
- Address:

Note: (if there are more than one principal the particulars in column may be repeated)

- Name of the Attorney :
- Age :years
- Father/Husband Name:
- Address:

Note : (If there are more than one attorney, the details may be repeated).

Nature of title to the property (inherited/gifted/purchased etc.):

Previous Registration:	Document No.	Year	Office

SCHEDULE OF WHOLE PROPERTY:

Revenue District :

Sub-Registrar Office :

Village :

Local Body concerned :

Ward No. :

GRS No/O.S.No/ R.Survey No./T.S.No. :

(whichever is applicable)

Survey Block No./ Survey Ward No. :

Total ExtentHec./Sq.M

Extent of Land :Hec/Sq.M.

Street Name:

Door No:.....
Flat No:.....

Boundaries:

East by:
West by:
North by:
South by:

Linear Measurements:

East to West on the Northern side:m
East to West on the Southern side:m
North to South on the Eastern side:m
North to South on the Western side:m

GENERAL POWER OF ATTORNEY

BE IT KNOWN TO ALL MEN to whom it may concern that

I.....S/o.....R/o..... (hereinafter called

the **Principal**) do hereby nominate, constitute, appoint, empower and authorize Shri

.....Shri/Smt S/o w/o

.....R/o.....

(hereinafter called the **Attorney**) to do the following acts and deeds on my behalf:-

WHEREAS the Executant is the sole, lawful owner, lessee, allottee and in possession of entire

Property No.....allotted by the.....covered

area measuring.....sq. fts, approximately.

AND WHEREAS my said Attorney(s) shall act on my behalf to do all acts, deeds and things
hereinafter mentioned to.

NOW THIS DEED WITNESSETH AS UNDER:

1. To represent me before the said office/authority of
any Central/State Government or local body, like DDA, MCD, etc., having jurisdiction at

that time which are connected and/or concerned with my said property which is allotted to me in any manner, whatsoever and to make any statement, application, affidavit, undertaking; *etc.*, for and on my behalf and in my name, in respect thereof and/or any matter incidental thereto, and to have the possession thereof on my behalf.

2. To get water/sewer/electricity connection and any other services in the said property, if not provided, and for the purpose to do acts, deeds and things on my behalf.
3. To deposit and pay the dues and demands of the society/concerned authorities in respect of the said property, and to pay the sub-lease money to the concerned authority and other dues in respect thereof.
4. To get the Sub-lease Deed and/or Supplementary Deed of the said property and/or the land beneath the same, for and on my behalf under my name and to get the same registered in the office of the Sub-Registrar, (name of office).
5. To make any addition/alterations in the superstructure which is handed over by the society/local authorities, after seeking permission from the society/ Competent Authority in this regard and for the purpose (s) to apply for and get the plans sanctioned if required and to get the authorized quotas of cement/ building materials and engage any labour/ contractor/architect, *etc.*, for the said purpose.
6. To get the said property assessed for house tax, to pay the same and to get the refund thereof, if paid in excess from the concerned authorities.
7. To let out the said property in full or in part to any intended tenant (s), to realize rents in his/her own name, to issue receipts thereof, under his/her own signature and to deal with the tenant(s) in any lawful manner.
8. To negotiate, agree and to sell, dispose of or transfer or create charge, lien, mortgage or transfer by way of exchange, lease (whether permanent, for long or short period), the

entire property, or any part thereof, on such terms as my said Attorney at his/her sole discretion deem fit and proper with any person/ body corporate /Financial Institution/ bank, etc., whatsoever, and to enter any agreement with the intended Purchaser or mortgage or any other person whatsoever, to receive earnest money, final amount in his/her own name and to issue receipts thereof.

9. To apply for and get the Income Tax Clearance Certificate if so required, for the sale/ transfer of my rights, interest, lien and titles in the said property or any part thereof, from the office of the Income Tax Officer in Form 371 or any other form as maybe applicable or any rules and regulations applicable at that time and for the purpose to do all acts, deeds and things which are necessary for the purposes.
10. To apply for and get permission from the office of the said society Competent Authority, for the sale/transfer of my rights, interests, liens and titles in the said property including parking space or any part thereof, in favour of the intended purchaser (s) on his/her/their nominee(s).
11. To execute, sign and present for registration, before the proper Registering Authority, Sale/Conveyance Deed, for conveying my right. interest and title in the said property and the land beneath the same, or any part thereof, in favour of the intended purchaser (s) and for the purpose of conveying the same, absolutely and forever in favour of the intended purchaser (s) or his/her/their nominee (s) and to do all other acts, deeds and things which are necessary for the said purpose, i.e., to receive the consideration and to admit the receipt thereof, and to deliver the possession to the said purchaser (s) or his/her/their nominee, either physical or constructive, as may be feasible and appropriate.
12. To institute/execute/sign file/defend all kinds of suits, writs, complaints, petitions, revisions, written statement, appeals, vakalatnama, etc., in courts of law, i.e., Civil, Criminal or

Revenue Tribunal or authorities and to present proceeding before courts. Arbitrator or any other authority in my name and on my behalf in any manner concerning my said property and/or any matter incidental thereto and to engage or appoint any advocate, pleader, attorney, etc., and to make any statement, application, affidavit, apply to the court for obtaining certified copies, undertaking, etc., on my behalf under my name.

13. To execute a Rectification Deed of any deed (s) in respect of the said property and to get the same registered before the office of the Sub-Registrar.
14. To appoint any other person (s) as my attorney authorizing him/her to do all any of the above acts, or any other acts, which have not been specifically mentioned herein, above, and in the opinion of my said attorney ought to be done, executed or performed, in respect of the said property, or any matter incidental thereto, and to cancel, withdraw or revoke the powers conferred upon the said attorney/such other person.

AND I, the executant, do hereby specifically confirm that the acts, deeds and things done or got to be done by my attorney by virtue of this Power of Attorney in respect of my said property be construed as acts, deeds and things done by me and this Power of Attorney is (irrevocable) and unconditional for all times to come.

IN WITNESS WHEREOF I, the Executant have put my hands on these presents in the presence of the following witnesses, on the date, month and year herein below written.

Place:

Date :

WITNESS:

1. [Name, Fathers Name & Address]

2. [Name, Fathers Name & Address]

EXECUTANT
(Power of Attorney)