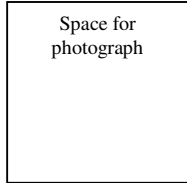


(For cases of gift and other transfers)

JAMMU DEVELOPMENT AUTHORITY



AGREEMENT

This indenture made on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, ( two thousand and \_\_\_\_\_) between the Jammu Development Authority, Jammu ( a Local Authority in corporate & under the Jammu and Kashmir Development Act, 1970) and herein after called the first party which expression unless repugnant to the context means and includes its successors-in-officer administrators, executors and assigns) of the first part and Sh./Smt. \_\_\_\_\_ S/O , D/O,W/O, Wd/o \_\_\_\_\_ R/O \_\_\_\_\_, Jammu (hereinafter called the second party) which expression unless contrary to the context, means and includes their heirs successors, legal representative, administrators, executors, nominees and permitted assigns of the other party.

Whereas as the first party granted lease hold of Plot/Shop/Hall/Shop Site No. \_\_\_\_\_ Sector/Yard/Block/Phase No. \_\_\_\_\_ Size \_\_\_\_\_ Housing Colony/Commercial Complex \_\_\_\_\_ Jammu in favour of Mr./Ms. \_\_\_\_\_ S/O,D/O,W/O, Wd/O \_\_\_\_\_ R/O \_\_\_\_\_

Jammu vide Deed of Lease executed on \_\_\_\_\_ and registered by Munsiff Sub-Registrar, Jammu (Muffasil) on \_\_\_\_\_ (hereinafter called the Deed of Principal Lease) where under leasehold right in the said plot. shop/commercial asset were made further transferable by the lessee or transferee from him with the express permission of the lessor (The First Party herein) on the compliance of certain term and conditions enumerated therein as obligatory on the part of the lessee/transferee.

Whereas the lease/transferee obtained permission from the Jammu Development Authority, Jammu (Lessor) as required under clause \_\_\_\_\_ of the above mentioned lease deed vide No.JDA/\_\_\_\_\_ dated \_\_\_\_\_ under stipulation of the Deed of Principal Lease. The lessee also submitted copy of transfer deed/gift deed/agreement to sell in favour of Mr./Ms. \_\_\_\_\_ S/O,D/O,W/O,Wd/O \_\_\_\_\_ R/O \_\_\_\_\_ Jammu.

First Party

Second Party

Please strike out whichever is not applicable.

Now therefore this indenture witnesseth that in consideration of the Premises of the afore cited agreements the parties hereto by execution of these presents expressly following terms and conditions that is to say:

1. That the first party hereby admits that the 2<sup>nd</sup> party having taken over the possession of the plot/shop/hall/site No. \_\_\_\_\_ demised under the “**Deed of Principal Lease**” from the outgoing lessee and all that comprehensively comprises and contained the lease hold therein and appurtenant there to and secured to the Lessee there under shall now onwards exclusively held unto and be vested in the 2<sup>nd</sup> party in lieu of the out gone lessee by virtue of the execution in face of the afore said deed of transfer deed/gift deed/agreement to sell between the second party and the outgoing Lessee Sh./Smt. \_\_\_\_\_ S/O, D/O W/O \_\_\_\_\_ R/O \_\_\_\_\_.
2. That the 2<sup>nd</sup> party agrees to have bound him unto the first party whom it admits was and is even now and shall hereinafter continue to the lessor of the plot demised under the deed of Principal Lease and conveyed to him under the outgoing lessee and with regularization affected by the first party under the provisions of the Deed of Principal Lease, the stipulations whereof, so far these expressed obligations of the lessee onwards the lessor have by virtue of the execution hereby the 2<sup>nd</sup> party been acknowledged admitted and accepts by the latter to be obligatory observed and performed in place of the out gone lessee who extinguished and determined his rights in the lease by execution of Deed of Transfer in favour of the 2<sup>nd</sup> party as aforesaid.
3. That the parties hereto know and admits that the “Principal Deed of Lease” with all its stipulation continue to remain in full force and operation and as in the past it shall continue to determine in future as well the rights and liabilities of the parties thereto in respect of plot/shop/hall site No. \_\_\_\_\_ Sector/Yard/Block/Phase No. \_\_\_\_\_ demised there under and subsequently transfer to the 2<sup>nd</sup> party and as such the Deed of Principal Lease shall be deemed amended by these presents only to the extent that the latter has completely replaced and subrogated the out gone lessee the said Mr./Ms. \_\_\_\_\_.
4. That it is discovered at any stage that this deed has been obtained by suppression of any fact or by any misstatement, misrepresentation or fraud, then this deed shall become void at the option of the Ist party who shall have the right to cancel this deed and forfeit the consideration paid by the 2<sup>nd</sup> party . The decision of the Ist party in this regard shall be final and binding upon the 2<sup>nd</sup> party and shall not be called in question in any proceedings.

First Party

Second Party

Please strike out which ever is not applicable

5. That all exception, reservations, conditions and covenants stipulated in the Deed of Principal lease shall be deemed to have always applied to the parties hereto from the time of execution of the said deed of transfer/agreement to sell/gift by the erstwhile lessee the said Mr./Ms. \_\_\_\_\_ above described in favour of 2<sup>nd</sup> party hereof and which the parties hereto by execution there of formally admits and accepts accordingly interse.

In witness whereof Sh. \_\_\_\_\_ Vice Chairman, Jammu Development Authority for and on behalf of the Ist party has here unto set his hand and Mr./Mrs. \_\_\_\_\_ S/O, D/O, W/O, Wd/O \_\_\_\_\_ R/O \_\_\_\_\_, Jammu the 2<sup>nd</sup> party have set his/her hand, on the day and year first above written.

Second Party

First Party

Signature

Sh./Smt.....  
S/O, D/O ,W/O .....  
R/O .....  
.....

Vice Chairman  
Jammu Development Authority  
(For & on behalf of the lessor)

1. Witness

In presence of

Name :  
Address :

.....  
.....

2. Witness

Name :  
Address

Please strike out which ever is not applicable

**AFFIDAVIT OF DONEE**

For cases of gift to be submitted on Non-judicial stamp Paper of Rs.5/- to be attested by Ist class Magistrate, or Notary Public. In case of attestation by Notary Public, a Notarial Stamp of Rs.6/- is also to be affixed on the affidavit.

Affidavit of Sh./Smt. \_\_\_\_\_ W/o,S/o, D/o Sh. \_\_\_\_\_  
\_\_\_\_\_ R/O \_\_\_\_\_.

I, Sh./Smt \_\_\_\_\_ S/o, D/o,W/o \_\_\_\_\_  
\_\_\_\_\_ do hereby solemnly affirm and declare as under:-

1. That Sh./Smt. \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_  
R/o \_\_\_\_\_ is my  
son/daughter/wife/husband/father/brother/sister and we are members of the same family/ is  
not related to me.

2. That said Sh./Smt. \_\_\_\_\_ is the lessee/allottee of  
Plot/Shop/Hall/Shop Site No. \_\_\_\_\_ Sector/Yard/Block/Phase No. \_\_\_\_\_ Size  
\_\_\_\_\_ Housing \_\_\_\_\_ Colony/Commercial \_\_\_\_\_ Complex  
\_\_\_\_\_ of Jammu Development Authority and wishes to  
gift the same to me out of natural love and affection  
\_\_\_\_\_ [if for any other reason, then mention here].

3. That I shall accept the gift of the said property.

3. That I shall abide by all the terms and conditions of allotment of the said plot /lease  
deed executed by the lessor in favour of the said Sh./Smt. .

4. \_\_\_\_\_

**Deponent**

**Verification**

*I, the above named Deponent do hereby verify at Jammu on this \_\_\_\_\_ day of \_\_\_\_\_  
200\_\_\_\_. That the contents of my above affidavit are correct to the best of my knowledge  
and belief by me to be true and nothing material has been concealed therefrom.*

**Deponent**

Please strike out whichever is not applicable

**Affidavit of Donee**

*For cases of gift to be submitted on Non-Judicial stamp Paper of Rs.5/- to be attested by Ist class Magistrate, or Notary, Public. In case of attestation by Notary Public, a Notarial Stamp of Rs. 6/- is also to be affixed on the affidavit.*

Affidavit of Sh./ Smt \_\_\_\_\_ W/o, S/o, D/o Sh.  
\_\_\_\_\_ R/o  
\_\_\_\_\_

I, Sh./Smt \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_  
do hereby solemnly affirm and declare as under :-

1. That Sh./Smt. \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_  
R/o \_\_\_\_\_ is my  
son/daughter/wife/husband/father/brother/sister and we are members of the same family/ is  
not related to me.

2. That said Sh./Smt. \_\_\_\_\_ is the lessee/allottee of  
Plot/Shop/Hall/Shop Site No. \_\_\_\_\_ Sector/Yard/Block/Phase No. \_\_\_\_\_ Size  
\_\_\_\_\_ Housing \_\_\_\_\_ Colony/Commercial \_\_\_\_\_ Complex  
\_\_\_\_\_ of Jammu Development Authority and wishes to  
gift the same to me out of natural love and affection  
\_\_\_\_\_ [if for any other reason, then mention here].

3. That I shall accept the gift of the said property.

4. That I shall abide by all the terms and conditions of allotment of the said plot /lease deed  
executed by the lessor in favour of the said Sh./Smt. . \_\_\_\_\_

**Deponent**

**Verification**

*I, the above named Deponent do hereby verify at Jammu on this \_\_\_\_\_ day of \_\_\_\_\_  
200\_\_\_\_\_. That the contents of my above affidavit are correct to the best of my knowledge  
and belief by me to be true and nothing material has been concealed therefrom.*

**Deponent**

Please strike out whichever is not applicable

**Indemnity Bond** (by donor)

(For cases of gift to be submitted on Non-Judicial stamp paper of Rs. 40/- and duly registered with the Sub-Registrar or attested by Notary Public)

This Bond is made on this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_ by  
Sh./Smt. \_\_\_\_\_ W/o, S/o, D/o Sh./Smt  
\_\_\_\_\_ R/o \_\_\_\_\_ [hereinafter  
called "the Transferor" in favour of the Jammu Development Authority] [hereinafter called  
"the Lessor."]

Whereas the transferor hold a lease in respect of Plot/Shop/Hall/Shop Site No. \_\_\_\_\_  
Sector/Yard/Block/Phase No. \_\_\_\_\_ Size \_\_\_\_\_ Housing  
Colony/Commercial Complex \_\_\_\_\_ [hereinafter called "The  
Plot"] from the Lessor by virtue of lease/deed registered on \_\_\_\_\_ with the Sub-  
Registrar, (Muffasil), Jammu.

And Whereas the transferor wishes to gift his lease/hold rights of Plot \_\_\_\_\_  
Sh./Smt. \_\_\_\_\_ S/o,D/o, W/o \_\_\_\_\_  
\_\_\_\_\_ R/o \_\_\_\_\_  
[hereinafter called "the Transferee"] out of love and affection [or other reason specify here]  
after having obtained necessary permission of the Competent Authority.

And Whereas the [Transferor] has applied to the lessor under the terms of lease for grant of  
permission to transfer/lease hold rights in the plot to the Transferee on the same terms and  
conditions as contained in the said lease deed dated \_\_\_\_\_.

And Whereas on the faith of representation made by the transferor/transferee, the Lessor has  
agreed to give consent to the lessee for transfer of his/her /lease hold rights provided the  
transferor/transferee furnish indemnity Bond to the lessor indemnifying the Lessor against all  
losses or damages that it may sustain on account of giving consent for the transfer.

Therefore, in consideration of the aforesaid agreement, the said Sh./Smt. \_\_\_\_\_ S/o,  
D/o, W/o \_\_\_\_\_ R/o \_\_\_\_\_ and his/her  
successor, executor and administrators jointly and severally undertake to keep the Lessor  
harmless and indemnified against all losses of damages, whatsoever that may be sustained by  
it or any claim litigation, proceedings, etc., that may be taken out against it, or in respect

thereof, whatsoever arising out of the transfer of unspecified share/lease hold rights in the plot in favour of the transferee.

In Witness whereof, the transferror Sh./Smt. \_\_\_\_\_ S/o  
D/o, W/o \_\_\_\_\_ R/o \_\_\_\_\_ has signed  
this bond on the date, mentioned the year first mentioned hereinabove.

**Transferor**

**Witness :**

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

**Indemnity Bond (by donee)**

*(For cases of gift to be submitted on Non-Judicial stamp paper of Rs. 40/- and duly registered with the Sub-Registrar or attested by Notary Public)*

This Bond is made on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_ by Sh./Smt. \_\_\_\_\_ W/o, \_\_\_\_\_ S/o, \_\_\_\_\_ D/o \_\_\_\_\_ R/o \_\_\_\_\_ [hereinafter called "the Transferee"] in favour of the Jammu Development Authority [hereinafter called "the Lessor."]

Whereas the leasehold rights in respect of Plot/Shop/Hall/Shop Site No. \_\_\_\_\_ Sector/Yard/Block/Phase No. \_\_\_\_\_ Size \_\_\_\_\_ Housing Colony/Commercial Complex \_\_\_\_\_ [hereinafter called " the Plot"] from the leased out by the Jammu Development Authority [hereinafter called "The Lessor"] vest by virtue of lease deed registered by Sub-Registrar, (Muffasil), Jammu. in favour Sh./Smt. \_\_\_\_\_ W/o, S/o, D/o \_\_\_\_\_ [hereinafter called "the Transferor"]

And Whereas the transferor wishes to gift the lease hold rights in the plot to the Transferee out of natural love and affection [or if any other reason, then specify it here] after having obtained necessary permission of the Competent Authority.

And Whereas the [Transferor] has applied to the Lessor under the terms of lease for grant of permission to gift lease/hold rights in the plot to the transferee;

And Whereas the aforesaid transferee has agreed to accept gift of unspecified share/Sub-lease hold rights in the said plot;

And Whereas the lessee has applied to the Lessor under the terms of lease/for grant of permission to transfer/lease hold rights in favour of the transferee on the same terms and conditions as contained in the said lease dated \_\_\_\_\_.

And Whereas on the faith of representation made by the Transferor/transferee the Lessor has agreed to give consent to the Lessee for transfer of his/her/lease hold rights, if the transferor/transferee furnish indemnity bond to the Lessor indemnifying the Lessor against all losses or damages that it may sustain on account of giving consent for the said transfer.

Therefore, in consideration of the aforesaid agreement, the said Sh./Smt. \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_ R/o \_\_\_\_\_ and his/her heirs successors, executor and administrator jointly and severally undertake to keep the Lessor harmless and indemnified against all losses or damages, whatsoever that may be sustained by it or any claim litigation, proceedings, etc., that may be taken out against it, or in respect thereof, whatsoever arising out of the transfer of unspecified share sub-lease hold rights in the plot in favour of the transferee.



In Witness whereof, the transfer Sh./Smt. \_\_\_\_\_ S/o  
D/o, W/o \_\_\_\_\_ R/o \_\_\_\_\_ has signed  
this bond on the date, mentioned the year first mentioned hereinabove.

**Transferee**

**Witness :**

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

[To be Registered]

**specifmen gift deed**

This deed of gift is made at Jammu on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_ by Sh./Smt. \_\_\_\_\_ [name of Lessee] S/o \_\_\_\_\_ R/o \_\_\_\_\_ Jammu [hereinafter called the donor].

In favour of Sh./Smt. \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_ R/o \_\_\_\_\_ [hereinafter called the Donee].

Whereas the Donor has acquired lease/hold rights in Plot/Shop/Hall/Shop Site No. \_\_\_\_\_ Sector/Yard/Block/Phase No. \_\_\_\_\_ Size \_\_\_\_\_ Housing Colony/Commercial Complex \_\_\_\_\_ situated at Jammu are bounded as under :-

*North :*

*South :*

*East :*

*West :*

By virtue of the lease/deed granted by the Jammu Development Authority duly registered \_\_\_\_\_ at the office of Sub-Registrar, Muffasil Jammu.

And whereas the Donor out of natural love and affection for Sh./Smt. \_\_\_\_\_ being his/her \_\_\_\_\_ [give relationship] hereby executes this deed of Gift in his/her favour.

Now this deed of Gift witnesseth as under :-

1. That the Donor had obtained the permission of the Competent Authority, to the transfer the same in favour of the Donee.
2. That the Donor had applied to, and obtained the permission of the Lessor through Jammu Development Authority to transfer the said plot/property vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ by way of gift to the Donee.
3. That the Donor in pursuance of his wishes and the permission of the Lessor and the Lessee conveys and assigns the aforesaid plot of land with its lease hold rights in favour of Sh./Smt. \_\_\_\_\_ the donee, along with all rights, title, interests, options, privileges, easements and appurtenances thereto as a gift out of natural love and affection for his/her and without any monetary consideration.
4. That the Donee hereafter shall be treated at the lessee in respect of the aforesaid plot and Donee shall be liable and bound by all terms and conditions of the lease deed/deed as mentioned in original lease/executed in favour of the donor and registered on \_\_\_\_\_.

5. That the parties to the gift deed have jointly and severally given an undertaking to the Lessor that the lease granted to Sh./Smt \_\_\_\_\_ vide registered deed dated \_\_\_\_\_ in which the interest is now being transferred by this deed shall stand automatically terminated if there is any change in the name of the lessee as on the date of execution of this deed without prior approval of the Lessor. This undertaking is agreed to be treated by the Lessor as one of the conditions of the lease mentioned in the original deed dated \_\_\_\_\_

That the Donee as lessee shall build upon the said plot according to the sanctioned plan and as per Rules and Regulations and by-laws of the Jammu Development Authority and Municipal Corporation of Jammu and shall be liable to the lease money, ground rent, taxes, fees, etc. of the said plot to the above stated authorities of such other authorities to whom he may be liable to pay.

In witness whereof this deed of gift is made at Jammu on the day, month and year first above written.

**Donor**

I accept the above gift.

**Donee**

**Witness No. 1**

A : Signature \_\_\_\_\_

B : Name in Block Letter \_\_\_\_\_

C : Postal Address : \_\_\_\_\_

**Witness No. 2**

A : Signature \_\_\_\_\_

B : Name in Block Letter \_\_\_\_\_

C : Postal Address : \_\_\_\_\_

*Note : When the name of married sister is proposed to be substituted her father's name alongwith her husband would also be mentioned in the Gift Deed.*

Space for  
photograph

(For the case of legal heir/will)

**Agreement**

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (Two thousand and \_\_\_\_\_) between the Vice Chairman, Jammu Development Authority, [hereinafter called the lessor] of the one part and Sh. \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_

\_\_\_\_\_ [hereinafter called the lessee] which expression shall unless there is any thing repugnant to the context, include his successors and of the other part.

Whereas under a deed of Lease dated \_\_\_\_\_ and registered on \_\_\_\_\_ of Plot/Shop/Hall/Shop Site No. \_\_\_\_\_ Sector/Yard/Block/Phase No. \_\_\_\_\_ Size : \_\_\_\_\_ Housing Colony/Commercial Complex \_\_\_\_\_ was granted on lease to Sh/Smt \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_ R/o \_\_\_\_\_ for a period of \_\_\_\_ years on the terms and conditions set out in the aforesaid deed (hereinafter referred to as the Principal deed) and

Whereas the said Sh/Smt \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_ [hereinafter referred to the original lessee] has died and the lessee being the \_\_\_\_\_ of the said Sh./Smt. \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_ has requested to the Jammu Development Authority to transfer said plot of land in his/her name on the same terms and conditions as stipulated under the Principal deed and

Whereas the Jammu Development Authority has allowed that the said plot of land on the leasehold right be transferred in favour of Sh./Smt. \_\_\_\_\_ S/o \_\_\_\_\_ on the basis of Legal Heir Certificate/WILL (Please Tick)

Now therefore, this deed witnesses and the parties hereto agree as follows :

1. The lessor hereby grants the said plot of land on lease to the lessee on the same terms and conditions as stipulated in the Principal Deed.
2. That the lessee hereby undertake all the obligations and liabilities developing upon the original lessee under Principal Deed.

Signature of the first Party

Signature of the Second Party

3. That the Principal Deed shall be so read and constructed as if for the original lessee, the lease herein shall have been constituted.

4. That this deed is supplemental to the Principal Deed which shall save as herein varied remain in full force and effect and binding upon the lessee.

5. In witness where of the parties hereto have signed this deed on the date above written.

**Second Party First Party**

**Signature**

**Vice Chairman**

Sh./Smt. ....

Jammu Development Authority

S/o, D/o, W/o .....

(For & on behalf of the lessor)

R/o .....

.....

**1. Witness**

**In presence of**

Name : .....

.....

Address : .....

.....

**2. Witness**

Name :

Address :

**Affidavit by the Transferee**

*For cases of other transfers to be submitted on Non-Judicial stamp Paper of Rs.5/- to be attested by Ist class Magistrate, or Notary, Public. In case of attestation by Notary Public, a Notarial Stamp of Rs. 6/- is also to be affixed on the affidavit*

I Sh./Smt \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_  
do hereby solemnly affirm and declare.

i) That I have purchased Plot/Shop/Hall/Shop Site No. \_\_\_\_\_  
Sector/Yard/Block/Phase No. \_\_\_\_\_ Size \_\_\_\_\_ Housing  
Colony/Commercial Complex \_\_\_\_\_ from Sh.  
\_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_  
R/o \_\_\_\_\_.

ii) That I am applying for the first time for transfer of the above property and at no point of time to sell, transfer, gift or otherwise alternate the said property was refused to my permission.

iii) That I undertake that I shall remain responsible if at any stage any dispute arise with regard to the title of the said property and I shall be liable to pay all the charges/Legal charges to be borne by Jammu Development Authority on account of such dispute.

iv) I shall abide by all the term and conditions of the principal lease deed.

**Deponent**

**Verification**

*I, the above named Deponent do hereby verify at Jammu on this \_\_\_\_\_ Day of 200\_\_\_\_. That the contents of my above affidavit are correct to the best of my knowledge and belief by me to be true and nothing material has been concealed therefrom.*

**Deponent**

**Affidavit by the Lessee/AGREEMENT TO SELL HOLDER**

*For cases of other transfers to be submitted on Non-Judicial stamp Paper of Rs.5/- to be attested by Ist class Magistrate, or Notary, Public. In case of attestation by Notary Public, a Notarial Stamp of Rs. 6/- is also to be affixed on the affidavit*

I Sh./Smt. \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ do hereby solemnly affirm and declare.

(i) That I am lessee/agreement to sale holder in respect of Plot/Shop/Hall/Shop Site No. \_\_\_\_\_ Sector/Yard/Block/Phase No. \_\_\_\_\_ Size \_\_\_\_\_ Housing Colony/Commercial Complex \_\_\_\_\_ .

(ii) That I have sold the above mentioned property to Sh. \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_ R/o \_\_\_\_\_

(iii). The said plot/property No. \_\_\_\_\_ is at present free from all encumbrances and had not been mortgaged earlier/had been mortgaged with \_\_\_\_\_ and now it has been redeemed.

(iv) That he has applied for transfer of lease hold.

(v) That I undertake that I shall remain responsible if at any stage any dispute arise with regard to the title of the said plot and I shall be liable to pay all the legal charges to be borne by Jammu Development Authority on account of such dispute.

**Deponent**

**Verification**

*I, the above named Deponent do hereby verify at Jammu on this \_\_\_\_\_ Day of 200\_\_\_\_. That the contents of my above affidavit are correct to the best of my knowledge and belief by me to be true and nothing material has been concealed therefrom.*

**Deponent**

**Affidavit**

*For cases of legal heir/will to be submitted on Non-Judicial stamp Paper of Rs.5/- to be attested by Ist class Magistrate, or Notary, Public. In case of attestation by Notary Public, a Notarial Stamp of Rs. 6/- is also to be affixed on the affidavit*

I Sh./Smt. \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_  
aged \_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ do hereby  
solemnly affirm and declare as under.

1. That Sh./Smt. \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_  
R/o \_\_\_\_\_ was lessee of Plot/Shop/Hall/Shop Site  
No. \_\_\_\_\_ Sector/Yard/Block/Phase No. : \_\_\_\_\_ Size : \_\_\_\_\_  
Housing Colony/Commercial Complex \_\_\_\_\_ vide lessee deed  
dated \_\_\_\_\_ regd. On \_\_\_\_\_ by Sub-Registrar (Muffasil) Jammu.

2. That Sh./Smt \_\_\_\_\_ S/o, D/o, W/o Sh.  
\_\_\_\_\_ was my father/mother/son/daughter/husband (give relationship).

3. That the said Sh./Smt. \_\_\_\_\_ had died on \_\_\_\_\_ at  
\_\_\_\_\_ without leaving any will/leaving behind will, which is genuine and may  
be acted upon.

4. That said Late Sh./Smt. \_\_\_\_\_ is survived by the following legal heirs :-

S.No.	Name	Relationship with the deceased	Residential address
-------	------	--------------------------------	---------------------

1.

2.

3.

4.

5.

6.

but only \_\_\_\_\_ are the legatees/beneficiaries under the said will.

5. That the mother of the deceased lessee is not alive.

6. That I shall abide by the terms and conditions of Allotment/lease deed.

7. That I shall abide by the terms and conditions of transfer, in case it is found out that the same had been obtained by fraud, mis-statement or concealment of facts, the transfer shall be cancelled with out any notice



8. That said property \_\_\_\_\_ is at present free from all encumbrances and had not been mortgaged earlier/had been mortgaged earlier for which N.O.C/redemption deed is being submitted.

**Deponent**

**Verification**

*I, the above named Deponent do hereby verify at Jammu on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_. That the contents of my above affidavit are correct to the best of my knowledge and the same are delivered by me to be true and nothing material has been concealed therefrom.*

**Deponent**

## Indemnity Bond

*For cases of legal heir/will to be submitted on Non-Judicial stamp paper of Rs. 40/- and duly registered with the Sub-Registrar or attested by Notary Public)*

This Bond is made on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_ by  
Sh./Smt \_\_\_\_\_ S/o \_\_\_\_\_ Sh.  
\_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ [hereinafter called the Executant(s)]  
in favour of the Jammu Development Authority [hereinafter called the lessor]

Whereas in records of the lessor the land bearing Plot/Shop/Hall/Shop Site No. \_\_\_\_\_  
Sector/Yard/Block/Phase No. \_\_\_\_\_ Size \_\_\_\_\_ Housing  
Colony/Commercial Complex \_\_\_\_\_ stands in the name of our/my  
\_\_\_\_\_ Sh./Smt. \_\_\_\_\_ by virtue of lease deed registered  
on. \_\_\_\_\_ with the Sub-Registrar, (Muffasil) Jammu.

And Whereas our/my \_\_\_\_\_ the said Sh./Smt. \_\_\_\_\_ died  
intestate on \_\_\_\_\_ and leaving behind Sh. \_\_\_\_\_ as  
his/her only legal heirs and Sh. \_\_\_\_\_ has/have relinquished all  
his/her/their rights, title or interest in the said land in our/my favour.

And Whereas I/we are/am now the sole claimant to the said land/plot/shop and have filed an  
applicant to that effect (strike out which ever is not applicable).

And Whereas our/my name in place of the name of our/my application to the Lessor to  
substitute in its records our/my name in place of the name of our/my Sh./Smt  
\_\_\_\_\_deceased lessee/sub-lessee in respect to of the said land, the Lessor  
through the Jammu Development Authority has agreed to do so on our/my first executing  
Bond to indemnify the lessor against its losses of damages which it may sustain by reason of  
any claims which may be set up by other persons claiming to be the heirs of our/my deceased  
\_\_\_\_\_ Sh./Smt. \_\_\_\_\_

Whereas in consideration to the aforesaid agreement, the Executants(s)  
Sh./Smt. \_\_\_\_\_ S/o, D/o, W/o Sh.  
\_\_\_\_\_ R/o \_\_\_\_\_

and his/her heirs, successors, executors and administrators jointly and severally undertake to  
keep lessor harmless and indemnified against all claims whatsoever against the aforesaid plot  
of land or in respect thereof together with all interests, losses, damages, penalty, action and  
demand and cost of all kind whatsoever arising out of this transfer/mutation.

In Witness Whereof I/We \_\_\_\_\_ S/o  
Sh./Smt. \_\_\_\_\_ R/o \_\_\_\_\_ signed and  
delivered this Bond on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_

**Witness**

**Executant**

1.

2.

**Indemnity Bond of lessee/attorney and agreement to sell holder**

*(For cases of other transfers to be submitted on Non-Judicial stamp paper of Rs. 40/- and duly registered with the Sub-Registrar or attested by Notary Public)*

This Bond is made on this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_ by Sh./Smt. \_\_\_\_\_ W/o, S/o, D/o Sh./Smt \_\_\_\_\_ R/o \_\_\_\_\_ [hereinafter called "the Transferor" in favour of the Jammu Development Authority] [hereinafter called "the Lessor."]

Whereas the transferor hold a lease/attorney and agreement to sale in respect of Plot/Shop/Hall/Shop Site No. \_\_\_\_\_ Sector/Yard/Block/Phase No. \_\_\_\_\_ Size \_\_\_\_\_ Housing Colony/Commercial Complex \_\_\_\_\_ [hereinafter called "The Plot"] from the Lessor by virtue of lease/deed registered on \_\_\_\_\_ with the Sub-Registrar, (Muffasil), Jammu.

And Whereas I have sold the above mentioned plot to Sh./Smt. \_\_\_\_\_ S/o,D/o, W/o \_\_\_\_\_ R/o \_\_\_\_\_ [hereinafter called "the Transferee"] by virtue power of attorney and agreement to sell and physical position handed over to the transferee.

And Whereas the [transferor/transferee] has applied to the lessor under the terms of lease for grant of permission to transfer/lease hold rights in the plot to the Transferee on the same terms and conditions as contained in the said lease deed dated \_\_\_\_\_.

And Whereas on the faith of representation made by the transferor/transferee, the Lessor has agreed to give consent to the lessee for transfer of his/her /lease hold rights provided the transferor/transferee furnish indemnity Bond to the lessor indemnifying the Lessor against all losses or damages that it may sustain on account of giving consent for the transfer.

Therefore, in consideration of the aforesaid agreement, the said Sh./Smt. \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_ R/o \_\_\_\_\_ and his/her successor, executor and administrators jointly and severally undertake to keep the Lessor harmless and indemnified against all losses of damages, whatsoever that may be sustained by it or any claim litigation, proceedings, etc., that may be taken out against it, or in respect thereof, whatsoever arising out of the transfer of unspecified share/lease hold rights in the plot in favour of the transferee.

**Transferee**

**Witness :**

1. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

**PERFORMA FOR THE ATTESTATION OF PHOTOGRAPHS AND SPECIMEN SIGNATURES**

1. Photographs should be attested in such a way so that half portion of the signatures and official seal of the attesting authority should come on photograph and half portion on the sheet.

Photographs to be pinned

Photographs to be pasted

2. Attestation of signatures :

Attesting Authority

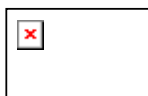
Signature :

Seal :

Name :

Designation :

Department :



**Jammu Development Authority**

To

The Vice Chairman,  
Jammu Development Authority.

***Subject : Application for transfer of Lease Hold Rights.***

Sir,

I intend to transfer lease hold right of below mentioned property of Jammu Development Authority in the name of Sh./Smt.....  
S/o, D/o, W/o .....

Residential Commercial *Please Tick (P)*

Plot/Shop/Hall/Shop Site No. .... Sector/Yard/Block/Phase No. .... Size  
..... Housing Colony/Commercial Complex .....

Name of the applicant : .....

S/o, D/o, W/o, Wd/o :.....

Address .....

..... Phone: ..... E-mail : .....

I have attached :

1. Copy of the state subject certificate duly attested.
2. Two photographs and three specimen signatures of the applicant/donee/transferee (Please tick the relevant) duly attested by gazetted officer.
3. Attested copies of Allotment letter, Lease deed, Possession letter by Secretary and concerned Executive Engineer.
4. Other documents as per the ticked checklist over leaf.

**Date: (Signature of the applicant)**

*Sl. No. Dated :*

Received an application for transfer of lease hold rights in respect of Plot/Shop/Hall/Shop  
Site No. \_\_\_\_\_ Sector/Yard/Block/Phase No. \_\_\_\_\_ Size \_\_\_\_\_

Housing Colony/Commercial Complex \_\_\_\_\_  
from Sh./Smt. \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_  
\_\_\_\_\_ R/o \_\_\_\_\_

*Following documents are attached : (Please tick the relevant) (P )*

A. Transfer in case of Death of Lessee.

1. Affidavit
2. Indemnity Bond
3. Death Certificate in original
4. Legal heir certificate from the competent court.
5. Agreement

B. Transfer in case of Gift Deed.

1. Affidavit of the donor.
2. Affidavit of the donee.
3. Indemnity bond of donor.
4. Indemnity bond of donee.
5. Gift deed.
6. Proof of relationship of donee with the donor. (*Copy of passport or ration card or voter ID Card etc duly attested*)
7. Transfer agreement.

C. Transfer on the basis of Power of Attorney/Agreement to Sell/Sale Deed.

1. Affidavit of the lessee/agreement to sale holder.
2. Affidavit of the transferee.
3. Indemnity bond of the lessee.
4. Indemnity bond of transferee.
5. Power of Attorney in original.
6. Agreement to sell in original.

**Jammu Deveopment authority**