

CHAPTER-25

GIFT PERMISSION

Some leases are un-restricted i.e. prior permission of the lessor is not required before any assignment or transfer of lease-hold rights. However, in restricted leases permission of the lessor is a pre-condition for assignment or transfer of lease hold rights by the lessee. Since gift is a mode of transfer of the property, permission of the lessor shall be granted to the lessees or his duly authorised attorney by the Land & Development Office

2. PROCEDURE FOR SEEKING AND GRANT OF GIFT PERMISSION:

The procedure for seeking gift permission of the property by the lessee or his duly authorised attorney and grant thereof by the Land & Development Office shall be the same as in the case of grant of permission for sale of the property.

3. GIFT WITHOUT PERMISSION:

A lessee shall not transfer his/her right in the lease-hold without the permission of the lessor where such permission is required. Since gift is a mode of transfer of property, gift without permission shall be breach of terms of the lease. Such breach may be regularised on payment of penalty of unearned increase, if recoverable. The rates of penalty shall be the same as in the case of sale without permission.

4. GIFT WHEN NOT TREATED AS TRANSFER FOR RECOVERING UNEARNED INCREASE:

The following two instances of gift of property shall not be treated as transfer and neither unearned increase shall be recoverable nor shall the ground rent revised:-

- (i) Gift of properties to the members of one's own family out of natural love and affection;
- (ii) Gift to a charitable institution subject to its furnishing of a certificate that it has no objection in accepting to property in gift.

