GIFT DEED FOR TRANSFER OF INTELLECTUAL PROPERTY RIGHTS

(Under Section 122 of the Transfer of Property Act, 1882 and Relevant IP Laws in India)

THIS DEED OF GIFT is made and executed at \_\_\_\_\_\_\_\_\_\_\_\_, on this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_,

BY

Mr./Ms. [Donor's Full Name],  
Son/Daughter/Wife of Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  
aged about \_\_\_ years, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  
holder of PAN No. \_\_\_\_\_\_\_\_\_\_\_\_,  
(hereinafter referred to as the “Donor”, which expression shall include his/her heirs, legal representatives, executors, administrators, and assigns),

IN FAVOUR OF

Mr./Ms. [Donee's Full Name],  
Son/Daughter/Wife of Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  
aged about \_\_\_ years, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  
holder of PAN No. \_\_\_\_\_\_\_\_\_\_\_\_,  
(hereinafter referred to as the “Donee”, which expression shall include his/her heirs, legal representatives, executors, administrators, and assigns).

## WHEREAS:

1. The Donor is the sole and exclusive owner of certain Intellectual Property (IP) described in Schedule A annexed hereto, which includes [Patent / Copyright / Trademark / Design] registered or capable of registration under Indian laws.

2. The said IP includes all legal, proprietary, moral, economic and commercial rights attached to it, including any applications filed, pending rights, licenses granted, and related documentation and goodwill.

3. The Donor desires to gift, assign and transfer all rights, title, and interest in the said IP to the Donee out of natural love and affection and without any monetary consideration.

4. The Donee has agreed to accept the said gift and shall henceforth enjoy all legal ownership, control, income, licensing rights, and obligations associated with the IP as permitted under applicable Indian laws.

## NOW THIS DEED WITNESSETH AS UNDER:

1. The Donor hereby voluntarily and irrevocably gifts, assigns, and transfers all his/her rights, title, and interest in the Intellectual Property described in Schedule A, including but not limited to all proprietary and moral rights, right to reproduce, adapt, publish, distribute, perform or display (in case of copyright), rights arising from or relating to Patent / Copyright / Trademark / Industrial Design registered under Indian law, right to claim authorship and protection against infringement, and right to license, assign or use the IP in any lawful manner, including claiming royalties and defending in court.

2. This Gift is being made in compliance with the Transfer of Property Act, 1882 (Section 122), the Copyright Act, 1957 (as amended), the Patents Act, 1970 (as amended), the Trade Marks Act, 1999, the Designs Act, 2000, and the Indian Contract Act, 1872.

3. The Donor affirms that the IP is free from encumbrance, dispute, pending litigation, or any third-party claim, and that the Donor has not assigned, pledged, or encumbered the said IP with any person, entity or authority.

4. The Donee has accepted the gift, and shall henceforth be recognized as the lawful owner, holder, and proprietor of the said Intellectual Property, including registration thereof and right to claim damages in case of any violation.

5. The parties agree to execute and file any documents or declarations required by the Registrar of Copyrights, Controller of Patents, or other competent authority to record and update the transfer of ownership.

6. This Deed is being executed without any coercion or undue influence and shall be binding on both parties, their heirs, and assigns.

IN WITNESS WHEREOF the Donor and the Donee have executed this Deed on the date mentioned above in the presence of the witnesses hereunder.

SIGNED AND DELIVERED BY THE DONOR  
(Signature)  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
PAN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED AND ACCEPTED BY THE DONEE  
(Signature)  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
PAN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## WITNESSES:

1. Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 PAN/Aadhaar: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 PAN/Aadhaar: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## SCHEDULE A – DETAILS OF INTELLECTUAL PROPERTY

Type of IP: [Patent / Copyright / Trademark / Design]

Title / Work Name / Invention Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration/Application No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Registration/Application: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jurisdiction: India and/or other countries (if applicable)