

DEED OF TRANSFER

THIS DEED OF TRANSFER made at Mumbai, this ...1.. Day of2.... 2017
BETWEEN **MR/Mrs.**3.....age .4. years, an Indian Inhabitant, residing at
.....5.....Flat no. / village / city pin code.....6.... PanNo...7..... Adara Id8...
.hereinafter called "**THE TRANSFEROR**" (which expression shall unless it be
repugnant to the context or meaning thereof mean and include his heirs, executors
and administrators) of the ONE PART:

AND

MR/Mrs.9.....age .10. years an Indian Inhabitant, residing at
.....11.....Flat no / village / city pin code6..... PanNo...7..... Adara Id8...
hereinafter called "**THE TRANSFEREE**" (which expression shall unless it be
repugnant to the context or meaning thereof mean and include her heirs, executors,
administrators and assigns) of the OTHER PART

WHEREAS by an **Agreement dated.....12..**, registered in the office of Sub-
Registrar of Assurances at ...13.. under **Serial No.14...** for the consideration

1 .Date Numeric
2. Month
3 .Name of Transferor
4 .Age
5. Detail Address
6. pin code No
7. Income Tax Pan No
8 .Adhar Id No

9 . Name Transferee
10 .Age
11 .Detail Address

12. Date of agreement said flat by
Purchased Transferor from
previous owner as its builder or

and on the terms and conditions contained therein, this flat has purchased from **the DEVELOPERS / Builder /Owner.....15.....**the Residential Premises bearing **Flat No. ...16....area17...Sq. Ft. Carpet /Built up/Super Built up area** or thereabouts, located on the ..18... **Floor &...19....Exclusive ...20.....Car parking Space bearing No...21..** of the Building known as ...22.....name ...23..... **Co-operative Housing Society Ltd.;**situated at Village ...24..... Mumbai City / Mumbai Suburban (hereinafter for the sake of brevity referred to as "the said Flat").

AND WHEREAS incidental to the holding of the said Premises, the said25.....are enjoying membership rights of the23.....**Co-operative Housing Society Ltd.;** the Society formed and registered under the Maharashtra Co-operative Societies Act, 1960, bearing **Registration No.26.....dated27.....**(hereinafter for the sake of brevity referred to as "the said Society") covered by Five fully paid up shares of Rs...28... each of the said Society bearing **distinctive Nos. ...289to ...29...** (both inclusive) incorporated in the **Share Certificate No. ...30...**hereinafter for the sake of brevity referred to as "the said Shares") of the said Society.

AND WHEREAS as on today the **TRANSFEROR** is the absolute Owner of the said Premises and enjoying membership rights of the said Society.

- whatsoever name
- 13. Sub Registrar office name
- 14. Document Registration No.
- 15. Transferor Purchased said flat from previous owner as its builder or whatsoever name
- 16. Flat No
- 17. Area of flat
- 18. Floor no of building
- 19.purchased Car parking unit
- 20.floor of car parking
- 21.Car parking no
- 22.Building name
- 23.Society name
- 24.Village name
- 25. Name of Transferor
- 26. Society Registration No
- 27. Society Registration date
- 28. Shares value Rs.
- 29. Shares serial no.
- 30. Shares certificate no.

AND WHEREAS on coming to know the intention of the **TRANSFEROR** regarding sale of the said Premises, the **TRANSFeree** approached the **TRANSFEROR** and negotiated for sale and transfer of the said Premises and the said shares of the Society in her favor and the **TRANSFEROR** made following representations to the **TRANSFeree** in respect of the said Premises i.e.

- a. There are no suits, litigation, civil or criminal or any other proceedings pending as against the **TRANSFEROR** in respect of the said Premises.
- b. There are no attachments or prohibitory orders against the said Premises and the said Premises is not subject matter of any lispendance or attachments either before or after judgments.
- c. The **TRANSFEROR** has not received any notice either from Income Tax authorities or any other statutory body or authorities regarding the acquisition or requisition of the said Premises.
- d. There are no encumbrances created against the said Premises and the title of the **TRANSFEROR** to the said Premises are clear, marketable and free from all other encumbrances
- e. Except **TRANSFEROR**, no other person or authority have got right, title or interest of whatsoever nature against the said Premises.
- f. The **TRANSFEROR** has not been adjudicated insolvent nor he has committed

any act of insolvency nor is there any order of any Court or Authority restraining him or creating any inability from entering in to this agreement.

Relying upon the aforesaid representations made by the **TRANSFEROR**, the **TRANSFeree** agreed to purchase the said Premises on ownership basis and incidental thereto transfer of the said Shares of the said Society for the consideration of Rs...31.....(**Rupees.....32.....**) and on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO DECLARE AND CONFIRM As follows-

1. The recitals contained herein shall form the integral part of this Agreement as if the same are set out and incorporated herein.
2. The **TRANSFEROR** hereby agree to assign to the **TRANSFeree** the said fully paid up shares of Rs...28...each bearing **distinctive Nos. ...29. to ...29.** (both inclusive) entered in the **Share Certificate No. ...30...**standing in the name of the **TRANSFEROR** in the books of the said23.....**Co-operative Housing Society Ltd**;. Incidental to the said assignment, the **TRANSFEROR** further hereby agree to

31.Consideration Amount in numeric
32. Consideration Amount in words

28. Shares value Rs.
29. Shares serial no.
30.Shares certificate no.
23.Society name

sell, transfer and convey to the **TRANSFEEE** the said Residential Premises bearing **Flat No...16...** measuring ...17... **Sq. Ft. Carpet /Built up/Super Built up area** or thereabouts, located on the ...18...**Floor along with exclusive right to use**19... **Car Parking Space bearing No. ...20...** of the Building known as22.... of23..... **Co-operative Housing Society Ltd.**, situated at Village ...24..... Mumbai city and more particularly described in the Schedule here under written for the consideration of Rs...31.... (**Rupees.....32.....**) The said amount of the consideration has been paid by the **TRANSFEEE** to the **TRANSFEROR** on or before execution hereof in full and final satisfaction. (The payment and receipt whereof the **TRANSFEROR** DO hereby admits and acknowledges and of from the payment of the same and every part thereof forever acquits, release and discharge the **TRANSFEEE**).

Rs.....33.... (Rupees.....34.....) being the amount to be deducted by the **TRANSFEEE** towards TDS as applicable by law @ 1% of the total consideration amount. The **TRANSFEEE** shall deposit the same in the competent Bank and produce TDS challan to the Transferors.

(The details of the payment are more specifically mentioned in the Receipt clause appearing at bottom)

33.& 34. if applicable

3. The **TRANSFEROR** declares that he is the absolute owner of the said Premises and enjoying membership rights of the said Society and he is holding the said Premises quietly without any claim or obstruction from any other person. The **TRANSFEROR** further declares that notwithstanding any act, deed, matter or thing whatsoever by the **TRANSFEROR** or any person or persons lawfully or equitably claiming by, from , through, under or in trust for him made, done, committed or omitted or knowingly suffered to the contrary, the **TRANSFEROR** has good right, full power and absolute authority to convey, transfer and assure the said Premises hereby agreed to be transferred, conveyed and assigned in favour of the **TRANSFEEE** as aforesaid and he has not done, committed or omitted any act, deed, matter or thing whereby the ownership, possession or occupation and enjoyment of the said Premises may be rendered void or voidable.

4. If any person claims any right, title or interest in the said Premises through the **TRANSFEROR** and thereby the **TRANSFEEE** is put to any losses, expenses, then in such event the **TRANSFEROR** agrees and undertakes to indemnify and keep indemnified the **TRANSFEEE** against all claims, actions, demands and proceedings arising in respect of the said Premises.

5. On receiving full consideration as mentioned herein above, the **TRANSFEROR** shall hand over to the **TRANSFEEE**, the title documents in his custody, in respect of

the said Premises.

6. The **TRANSFEROR** declares that the said Premises is free from all encumbrances and the same is not mortgaged or in any manner charged for payment of any money to any person or Financial Institutions. The **TRANSFEROR** further declares that he has not entered into any agreement for transfer, sale or leave and licence or let out in respect of the said Premises with any other person or persons.

7. At present the said Premises is in lawful possession of the **TRANSFEROR**. Without reserving any right, the **TRANSFEROR** shall hand over peaceful physical possession of the said Premises to the **TRANSFEEE** on receiving the full consideration as agreed. The **TRANSFEROR** do hereby covenant with the **TRANSFEEE** that after taking possession of the said Premises, the **TRANSFEEE** shall enjoy quietly and peacefully and occupy the said Premises without any hindrance, denial, demands, interruption or eviction by the **TRANSFEROR** or any person lawfully or equitably claiming through, under or in trust for the **TRANSFEROR**.

8. All the taxes, electricity charges, maintenance charges and other outgoings in respect of the said Premises shall be paid by the **TRANSFEEE** from the date of taking over possession and till then, the **TRANSFEROR** shall pay all the taxes, electricity charges, maintenance charges and outgoings to the respective Authorities.

9. The **TRANSFEEE** confirms that before execution of this Agreement, she has inspected the said Premises and satisfied herself regarding area, quality of construction and condition thereof. In future, the **TRANSFEEE** shall not raise any objection or dispute regarding the said issues. If further renovation or repairs are required, the same shall be done by the **TRANSFEEE**.

10. The **TRANSFEEE** shall abide herself by the rules and regulations of the said Society and pay the taxes and all other outgoing in respect of the said Premises, as and when the same become due for payment and keep the **TRANSFEROR** indemnified in respect thereof till the time the **TRANSFEEE** is admitted as the member of the said Society in respect of the said Premises.

11. The **TRANSFEROR** and the **TRANSFEEE** will execute necessary documents as and when required for giving proper effect to what is agreed herein and to transfer the said shares and the said Premises to the **TRANSFEEE** in the books of the said Society and other appropriate authorities.

12. The **TRANSFEROR** shall obtain the consent or no objection from the said Society for transferring the said Premises in favour of the **TRANSFEEE**.

13. The premium / Transfer fee of the said Society in respect of the transfer of the said shares and the said Premises will be borne and paid by the **TRANSFEROR** and the **TRANSFEEE**, equally.

14. Electricity/ Water meters/Mahanagar Gas, Sinking Fund and all the amount standing to the credit of the **TRANSFEROR** in the books of the said Society in respect of the said Premises shall be transferred in the name of the **TRANSFEEE** on payment of full consideration as agreed.

15. The Stamp Duty and Registration charges of this Agreement shall be borne and paid by the **TRANSFEEE / TRANSFEROR** alone. The Parties here to undertake to comply with all the formalities required for completing the registration of this Agreement in respect of the said Premises in the record of the Sub-Registrar of assurances.

16. The **TRANSFEROR** shall from time to time and at all reasonable times do and execute or cause to be done and executed all such acts, deeds and things whatsoever for more perfectly securing the right, title and interest of the **TRANSFEROR** in the said Premises agreed to be sold and transferred unto and to the use of the **TRANSFEEE**.

17. In the event of any dispute pertaining to any matter relating to the transaction or any matter arising out of the interpretation of this Agreement shall be referred to sole arbitrator appointed by both the parties hereto and thus, disputes and differences shall be resolved in accordance with the provisions of Arbitration & Conciliation Act, 1996.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective signatures the day and year first hereinabove written.

-THE SCHEDULE ABOVE REFERRED TO-

THE RESIDENTIAL PREMISES bearing **Flat No. ...16...** measuring ...17.....**Sq. Ft. Carpet /Built up/ Super Built up area** or thereabouts, located on the ...18... **Floor &...19....Exclusive ...20.....Car parking Space bearing No...21..** of the Building known as22.....**of23..... Co-operative Housing Society Ltd.**, situated at35.....standing on the Plot of land bearing **C.T.S. No.36.....of Village37.....Taluka38.....District Mumbai city / Sub-urban,** within the limits of ...39...ward of Municipal Corporation of Greater Mumbai. The building was constructed in the **year ...40...** and it is consisting of ...41..**plus ...42. upper floor with / without having a lift.**

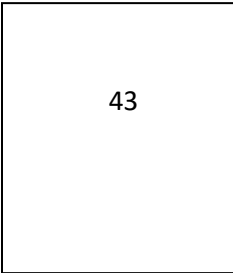
16. Flat No
17. Area of flat
18. Floor no of building
19. purchased Car parking unit
20. floor of car parking
21. Car parking no
22. Building name
23. Society name
35. Location of property
36. City Serve / cadastral serve No.
37. Revenue Village Name
38. Revenue Tehsil
39. Ward Name
40. Building construction year
41. & 42. Building total floor

SIGNED SEALED AND DELIVERED

By the within named TRANSFEROR

MR./Mrs3.....

PAN:7.....



x Signature: 44.....

In the presence of

1. witness Name &

Detail Address ...45....

Signature :46....

2. witness Name &

Detail Address47...

Signature:48....

43. Transfero passport size photo
paste

44. Transferor Signature

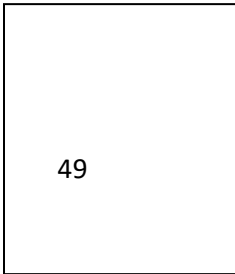
45.witness no.1 name & address
46.Signature of witness no.1
47. witness no.2 name & address
48. signature of witness no.2

SIGNED SEALED AND DELIVERED

By the within named **TRANSFEEE**

Mr/Mrs**9**.....

PAN.....**7**.....



In the presence of

1. 1 witness Name &

Detail Address ...**45**....

Signature **46**...

2. witness Name &

Detail Address**47**...

Signature: **48**.....

Signature : **50**.....

49.transferee passport size photo
paste

50.Transferee signature

45.witness no.1 name & address
46.Signature of witness no.1
47. witness no.2 name & address
48. signature of witness no.2

RECEIPT

RECEIVED of and from the with named **TRANSFEEE**9.....the sum of Rs.....31.....(**Rupees.....32.....**) herein above towards the full consideration of the Residential Premises bearing **Flat No.....17....**located on the ...19...**Floor &...19....Exclusive ...20....Car parking Space bearing No...21..** of the Building known as22.....**of23.....Co-operative Housing Society Ltd.**, situated at37..... District Mumbai city / Sub-urban as unde.

D.D/Pay Order No.	Date	Bank	Amount
.....51.....	...52.....	...53.....	Rs.....31.....
Total :			Rs.....31.....

I SAY RECEIVED

Signature: 44.....

51.D.D. / Pay order no.
52.Date
53.Bank Name

MR./ Mrs.....3.....

T R A N S F E R O R

Witnesses.

1. witness Name &

Detail Address ...45....

Signature :46....

2. witness Name &

Detail Address47...

Signature:48....