

TRANSFER DEED – LEGAL FORM

THIS DEED OF TRANSFER is made at (city) this _____ day of _____, 20____, BETWEEN :

Indian Inhabitant residing at _____,
_____, (city), hereinafter referred to as "**THE TRANSFEROR**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to include her heirs, executors and administrators) of the **ONE PART** and _____,
_____, Indian Inhabitant residing at _____,
_____, (city), hereinafter referred to as "**THE TRANSFEREE**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS:

- i. The Transferor is a registered member of _____ Co-operative Housing Society Ltd., a Co-operative Society formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, under Registration No. _____ dated _____ situated at _____, (city) (hereinafter called "**the said society**") and as member of the said society, the Transferor is holding ___ (___) fully paid up shares of Rs. _____/- (Rupees _____ only) each bearing distinctive Nos. ___ to ___ (*both inclusive*) as per the share certificate No. ___ issued by the said society (hereinafter called the "**the said shares**").
- ii. By virtue of being member of the said society, the Transferor is absolutely seized and possessed of and otherwise well and sufficiently entitled to flat No. ___, admeasuring ___ sq.ft. built up area on the _____ floor of building No. ___ of _____ (hereinafter called "**the said Premises**") situated at _____ (city) belonging to the said society.
- iii. The Transferor has agreed to sell and transfer to the Transferee, and the Transferee has agreed to purchase and acquire all right, title and interest of the Transferor in the said share certificate No. ___ and in flat No. ___, on the ground floor of building No. ___ of _____ situated at _____ (city), at or for the sum of **Rs. _____/- (Rupees _____ Only)** on the terms and conditions hereinafter contained.
- iv. The Transferee has paid to the Transferor the full consideration of **Rs. _____/- (Rupees _____ only)** before the execution of these presents.
- v. The Transferor has obtained the consent of the said society for the transfer of the said shares and the said premises to the Transferee.
- vi. The Transferor has executed and handed over to the Transferee the Transfer forms and all other letters, documents and writings as required under the Maharashtra Co-operative Societies Rules, 2061 and bye-laws of the said society for the effectual transfer of the said Premises and the said Shares.
- vii. The stamp duty and registration charges payable in respect of this Deed of Transfer shall be borne and paid by the Transferee alone. The transfer fee / premium / Donation payable to the said society in respect of the transfer of the said shares / premises shall be borne and paid by the Transferee and the Transferor in equal proportion.
- viii. The Transferor has handed over to the Transferee the vacant and peaceful possession of the said premises alongwith the original of the said share certificate and all other documents pertaining to the said premises and the Transferee has requested the Transferor to execute these presents which the Transferor has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In pursuance of the aforesaid agreement and in consideration of a sum of **Rs. _____/- (Rupees _____ only)** paid by the Transferee to the Transferor on or before

the execution of these presents being the full consideration receivable by the Transferor, *(the payment and receipt whereof the Transferor doth hereby admit and acknowledge)* the Transferor for herself and her heirs, executors and administrators and assigns DOTH HEREBY grant, convey and transfer unto the Transferee all her beneficial rights, title and interest into and upon the said shares bearing distinctive Nos. ___ to ___ *(both inclusive)* vide share certificate No. ___ issued by the _____ Co-operative Housing Society Limited and all funds (including sinking fund) and properties standing in her name in the records of the said society AND including the flat No. ___ admeasuring ___ sq.ft. built up area on the ___ floor of the building _____ of _____ of the said society situated at _____ (city) TOGETHER with all the rights and privileges whatsoever of the Transferor as the member of the said society and all the rights, title and interest of the Transferor in the said shares and in the said Premises SUBJECT HOWEVER to the payment by the Transferee of all taxes and outgoings and other charges now or hereafter payable to the said society or any other body AND the Transferor doth hereby covenant with the Transferee that the Transferor is the absolute owner of the said shares/Premises and she has full right, power and absolute authority to transfer her rights, title and interest in the said Premises and the said shares in favour of the Transferee in the manner aforesaid AND the Transferor doth hereby covenant that she shall at the request and cost of the Transferee sign and execute such further deeds, documents and papers which the Transferee may reasonably require to effectively transfer and vest the Transferor\'s right, title and interest in the said shares and the said Premises in favour of the Transferee.

2. The Transferor declares records and confirms that
 - a. The said Premises with all rights attached thereto are free from all encumbrances charges of any kind whatsoever and the Transferor has observed the bye-laws of the said society and cleared all dues in respect of the said Premises till the date of execution of this transfer deed. The Transferor further declares that the said shares and the said Premises are neither the subject matter of any litigation, nor the same are attached in the execution of any decree whether of Government or otherwise.
 - b. The Transferor has not created or purported to create any tenancy rights, licence or other rights of use and occupation in respect of the said Premises.
 - c. The Transferor has not contracted to sell / transfer the said Premises / shares to any other person and the said Premises / shares are free from all encumbrances, liens, charges of any nature whatsoever.
 - d. The Transferor covenants with the Transferee that the Transferor shall indemnify and keep Indemnified the Transferee from and against all actions, claims, demands, charges etc. falling due prior to execution of these presents in respect of the said shares/ Premises.
 - e. The Transferor agrees to accompany the Transferee and/or her legal advisor or her representative to the office of the Sub-Registrar of Assurance and lodge this transfer deed for registration and admit the execution thereof.
 - f. The Transferor agrees to produce his Income-tax Clearance Certificate u/s. 230A of Income-tax Act, 1961 to enable the Transferee to register this Transfer Deed.
3. The Transferee declares that on being admitted as a member of the said society he will observe and abide by the rules regulations and bye-laws of the said society from time to time in force.
4. The stamp duty, registration charges if any payable in respect of this deed of transfer and in any other document to be executed in future in respect of the said Premises / shares shall be borne and paid by the Transferee alone. The Transfer premium/charges payable to the said society in respect of the transfer of the said shares/premises shall be borne and paid by the parties to this Deed in equal proportion.

IN WITNESS WHEREOF the Transferor and the Transferee have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

SIGNED AND DELIVERED by the _____)
 within named "**THE TRANSFEROR**")
 _____)
 in the presence of)

SIGNED AND DELIVERED by the _____)
within named "**THE TRANSFEREE**")
_____)
in the presence of)

RECEIPT

RECEIVED of and from _____ a sum of Rs _____/- (**Rupees**
_____ **only**) vide Cheque No. _____ dated ___/___/20___ drawn on
_____, _____ Branch, (city), being the full and final payment towards the transfer of
share certificate No. ___ issued by _____ Co-operative Housing Society Ltd. and flat
No. ___ on the _____ floor of Building No. ___ of _____ Co-operative Housing Society Ltd.
situated at _____, (city) as within mentioned.

I SAY RECEIVED

(_____)
Transferor

WITNESSES:

- 1.
- 2.