**Deed of Transfer of a Flat in Co-operative Housing Society**

THIS DEED OF TRANSFER MADE AT \_\_\_\_\_\_\_\_\_\_\_ this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Two thousand \_\_\_ BETWEEN ABC of \_\_\_\_\_\_\_\_, Indian Inhabitant, having present address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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 XYZ of \_\_\_\_\_\_\_\_\_\_\_\_\_, Indian Inhabitant, having his address at \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called “THE TRANSFEREE”(which expression shall unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors, administrators and assigns) of the Other Part:

WHEREAS:

(a) The Transferor is seized and possessed of or otherwise well and sufficiently entitled to flat bearing no. 1 admeasuring 650 sq. ft. of carpet area on the 6th floor of the building known as “PQR APARTMENT” belonging to PQR Co-operative Housing Society Ltd. at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ (hereinafter referred to as **“the said Flat”**.

(b) The Transferor is also the registered member and shareholder of PQR Co-operative Housing Society Limited registered under the Maharashtra Co-operative Society Act, under registration no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as **“the said Society”**) and as such, is the registered holder of 5 (five) shares of face value of Rs. 50/- (Rupees fifty only) each, of the aggregate value of Rs. 250/- (Rupees Two hundred fifty only) bearing distinctive nos. 301 to 305 (both inclusive) issued by the said society (hereinafter referred to as **“the said Shares”**) and bearing Certificate No. 10 in respect of the ownership of the said Flat. The said Flat and the said shares are more particularly described in the **Schedule** hereunder written and are hereinafter collectively referred to as **“the said premises”**.

(c) The said flat was originally purchased by the Transferor from the Builders M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under the agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Transferor has paid the full consideration to the said Builders and complied with all his obligations under the aforesaid agreement and since then he is in lawful occupation of the said flat as absolute owner thereof. All the flat Purchasers of the said “PQR APARTMENT” have collectively formed the said society.

(d) The Transferor is entitled to sell, transfer, convey and assign all his right, title and beneficial interest in the said flat no. 1 on the 6th floor of the building known as “PQR APARTMENT” of the said Society and also the said shares in favour of the Transferee;

(e) The Transferee has under the agreement dated \_\_\_\_\_\_\_\_\_ agreed to purchase and acquire from the Transferor the said premises together with all right, title and interest of the Transferor therein, free from all encumbrances and reasonable doubts for a total consideration of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) on the terms and conditions recordered therein.

(f) The said society has issued its’ NOC to admit the Transferee as its member in respect of the said premises.

(g) In pursuance of the above, the parties are executing the present Deed of Transfer to record the agreement arrived between them and complete the transaction.

 NOW THIS DEED WITNESSETH and it is hereby agreed, confirmed and recorded by and between the parties hereto as follows:—

1. The Transferor hereby transfers, conveys and assigns all and singular his right, title and interest in the said ownership Flat No. 1 (admeasuring 650 sq. ft. carpet area) on the 6th floor of the building known as “PQR APARTMENT” situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ belonging to PQR
Co-operative Housing Society Limited free from all encumbrances and reasonable doubts together with all his right, title and interest in the said five fully paid up shares of the face value of Rs. 50 each (of the aggregate value of
Rs. 250) bearing Nos. 301 to 305 and bearing Certificate
No. 10 in the Capital of the said Society and issued by the Society (including Share money, deposits, sinking fund etc) and as incidental thereto all and singular the beneficial rights, title, interest and property of the Transferor as the registered member of the Society including the allotment and ownership of the said flat as also all the direct and indirect benefits attached to the said flat and the said shares (the said Flat and the said Shares are hereinafter collectively referred to as **“the said premises”**) unto the Transferees at and for the lump sum of price of
Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only).

2. In pursuance of the aforesaid agreement, the Transferee has on execution of the said agreement dated \_\_\_\_\_\_\_\_ paid a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) to the Transferor as earnest and on or before execution
hereof paid a further sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) aggregating to Rs. \_\_\_\_\_\_\_\_\_\_\_\_, being the full and final consideration (the payment and receipt whereof the Transferor doth hereby admit, confirm and acknowledge) and the parties have completed the transaction as herein stated.

3. The Transferor has on execution hereof handed over quiet, vacant and peaceful possession of the said Flat to the Transferee as absolute owner thereof.

4. The Transferee shall hereinafter be fully entitled to quietly and peacefully possess, occupy, enjoy and hold the said premises together with all deposits and amounts lying to the credit of the Transferor in the said Society’s account for unto and to the use and benefit of the Transferee without any hindrance, lien, charge, interest, denial, demand, interruption, eviction or claim of whatsoever nature from the Transferor or any person or persons claiming through, under or in trust for the Transferor.

5. The Transferor doth hereby further agree and undertake that from time to time and at all times hereafter, at the request and cost of the Transferee herein, he shall do and execute all documents, deeds and writings whatsoever as may be necessary for better and more perfectly transferring the right, title, interest and benefit of the Transferor in the said premises and every part thereof to the exclusive use and benefit of the Transferee as aforesaid.

6. The Transferor declares and has represented, covenanted and assured to the Transferee:—

(a) That the Transferor has duly paid and discharged in full all the dues and liabilities in respect of the said premises including the Municipal outgoings, taxes, rates, maintenance charges etc. payable to the said society upto the date hereof;

(b) That the Transferor is the sole and absolute owner and beneficiary of the said premises duly standing in the name of the Transferor in the books and all other records of the said society and is absolutely entitled to the same and to all incidental rights thereto and to the exclusive right to the use, enjoyment and occupation of the said Flat and except the Transferor no other person or persons have any right, title, interest, claim or demand of any nature whatsoever upon the said premises;

(c) That notwithstanding any act, deed, matter or thing whatsoever done, omitted by the Transferor or any person or persons lawfully or equitably claiming by, from, through, or in trust for the transferor, the Transferor has full power and absolute authority in his own right to transfer the said premises and to relinquish and transfer all his rights, title and interest therein in favour of the Transferee;

(d) That neither the Transferor nor any one on his behalf has committed or omitted any act, deed, matter or thing whereby his holding of the said shares and incidental rights thereto including the right to peaceful use, occupation, ownership and enjoyment of the said flat and other rights and benefits in respect thereof may become or may be prejudicially affected or encumbered in any manner or whereby the said shares and his other right, title and interest therein may become liable to attachment and/or sale whether by a decree or order of the Competent Court or otherwise;

(e) That the Transferor has not created or purported to create any tenancy, license, charge, lease, mortgage, lien or any kind of third party rights over the said premises and no other person or party have any right, title or interest, claim or demand in to or upon the same either by way of mortgage, gift, trust, inheritance, lease or otherwise and that the same are free from all encumbrances and there is no pending litigation of any kind whatsoever.

 (f) That the Transferee shall on completion of the transfer peaceably and quietly be entitled to hold and own the said flat and the said shares and all incidental thereto including the right to enter upon and remain in sole occupation and enjoyment of the said flat and/or any part thereof in the Transferee’s own right without any interference disturbance, interruption, claim or demand whatsoever and/or any person or persons lawfully and equitably claiming by from, through, under or in trust for the Transferor;

(g) That the Transferor has duly complied with observed performed all the Rules, Regulations and Bye-Laws of the said Society and that the Transferor has neither received any notice from the said Society for or in relation to any breach of any of the Rules, Regulations and Bye-laws of the said Society nor are there any actions or proceedings pending against the Transferor instituted by the said Society or any member of the said society in respect of the said premises including any notice or action for expulsion or termination of the Transferor as the member of the said society; and

(h) That the Transferor has not received any notice for acquisition or requisition of the said flat and/or the said shares;

 Relying upon the aforesaid representations, statements, covenants and assurances of the Transferor, the Transferee has purchased the said premises.

7. The Transferor shall pay to the said Society all the dues and outgoings till the date hereof and thereafter the Transferees shall be liable to pay the same.

8. The Transferor has on execution hereof delivered to the Transferee the original Share Certificate along with the said Original Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with the said Builders being the only title deeds evidencing the Transferor’s right, title and interest in the said premises. The Transferor has also duly executed and delivered the relevant transfer form to the Transferee.

9. The Transferor has represented and assured to the Transferee that his title to the said premises is free from all encumbrances and claims and reasonable doubts of whatsoever nature. In the event it is found that Transferor’s title to the said premises is defective or any claim is made on the said premises or Transferee has suffered any loss or damages by the statements, declarations, representations and assurances made by the Transferor or any claim whether directly or indirectly is made on the said premises, in that case Transferor agrees to indemnify and hereby indemnifies the Transferee and/or his nominees/successors in title against all loss, damages, cost and expenses which may be suffered by the Transferee on account of above and the Transferor shall reimburse the Transferee and/or his nominees and/or successors in title for the same.

10. The stamp duty and registration charges (if any) shall be borne and paid by the Transferee alone. The Transfer charges and/or donations/contributions payable to the said society for transfer of the said premises in favour of the Transferee shall be borne and paid by the parties equally.

11. The aforesaid recitals and the agreement dated \_\_\_\_\_\_\_\_\_\_\_ earlier executed between the parties hereto shall form integral part of this instrument.

SCHEDULE ABOVE REFERRED TO:

(The detailed description of the said flat alongwith C.T.S.
number as also of the said shares)

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

SIGNED AND DELIVERED by )

the within Named ABC )

The TRANSFEROR above Named, )

in the presence of .... )

SIGNED AND DELIVERED by )

the within Named XYZ, The )

TRANSFEREE above Named, )

in the presence of .... )

R E C E I P T

RECEIVED the day and year first, hereinabove )

written of and from the within Named Transferee )

the sum of Rs. \_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_ )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) which together with )

Rs. \_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

received as earnest money as within recited )

makes in the aggregate the sum of Rs.\_\_\_\_\_\_\_\_\_ )

(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), )

being the full consideration money )

abovementioned to be by it paid to me. )

 I SAY RECEIVED

 (ABC)
 TRANSFEROR

Witness:

1.

2.

***NOTE***: The following documents should also be executed:—

(a) The form of application for membership of the society.

(b) The form of undertaking to be furnished by the prospective member to use the flat for the purpose for which it is allotted.

(c) The form of application for transfer of membership in the society.

(d) Declaration of the Transferor and the Transferee that the said flat is not surplus vacant land under the Urban Land (Ceiling & Regulation) Act and that such transfer will be subject to provisions of the said Act. This declaration is generally insisted by the societies although it is not necessary.