**Agreement of Transfer of Tenancy**

**THIS AGREEMENT OF TRANSFER OF TENANCY** is made at \_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_200\_\_\_ BETWEEN ABC, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Indian Inhabitant, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as **“THE OUTGOING TENANT”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors and administrators) OF THE FIRST PART;
M/S. PQR, a registered partnership firm having address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as **“THE LANDLORDS”** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her assigns) OF THE SECOND PART; AND **XYZ**, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Indian Inhabitant, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as **“THE INCOMING TENANT”** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors and administrators) OF THE THIRD PART;

**WHEREAS**:

(a) The Landlords are the owners of the building known as “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” situate at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and which is more particularly described in the **First** **Schedule** hereunder written. The Landlords are also the owners of residential flat No. \_\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_ floor of the said building “\_\_\_\_\_\_\_\_\_\_\_” admeasuring 600 sq.ft. of carpet area (hereinafter referred to as **“the said flat”**) and which is more particularly described in the **Second Schedule** hereunder written;

(b) The Outgoing Tenant is the lawful tenant in respect of the said flat and his tenancy rights to the same are valid and subsisting. The rent receipt in respect of the said flat stands in the name of Outgoing Tenant.

(c) The Outgoing Tenant has agreed to transfer his tenancy rights in respect of the said flat in favour of the Incoming Tenant, upon the Landlords consenting to the said transaction in favour of the Incoming Tenant.

(d) In pursuance hereof, the Outgoing Tenant has obtained the Consent of the Landlords to the transfer of tenancy of the said flat by the Outgoing Tenant in favour of the Incoming Tenant.

NOW IT IS AGREED, DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS UNDER:—

1. The Outgoing Tenant hereby transfers his tenancy rights, title and interest in the said residential flat No. \_\_\_\_\_\_\_ admeasuring about 600 sq.ft. of carpet area on the \_\_\_\_\_\_\_ floor of the building known as “\_\_\_\_\_\_\_\_\_\_\_\_” at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and more particularly described in the Second Schedule hereunder written to the Incoming Tenant, with the Landlords having given consent to the said transaction in favour of the Incoming Tenant as recorded herein.

1A. In consideration of the aforesaid transfer of tenancy, the Incoming Tenant has paid a sum of Rs. \_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only.) to the Outgoing Tenant and a sum of
Rs. \_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) to the Landlords aggregating to Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only). The Outgoing Tenant and the Landlords hereby confirm and acknowledge receipt of the same in full and final satisfaction.

(**Note: Insert this Clause wherever applicable**)

2. The Outgoing Tenant has upon execution hereof handed over vacant and peaceful possession of the said flat to the Incoming Tenant. Henceforth, the Outgoing Tenant has no right, title, interest and/or claim of whatsoever nature in the said flat. All the deposits, if any, earlier paid by the Outgoing Tenant to the Landlords stand transferred for the benefit of the Incoming Tenant.

3. The Outgoing Tenant has represented and assured to the Incoming Tenant that his tenancy rights to the said flat in the capacity of tenant thereof is clean, clear, marketable and free from any encumbrances and reasonable doubts whatsoever, subject to the right of the Landlords, and that the said flat is not subject matter of any litigation or dispute, claim charge, lien whatsoever of any kind with any third party. The Outgoing Tenant states that he is in no manner directly and/or indirectly prevented from entering into this agreement.

4. The Outgoing Tenant shall be liable to pay all the rent, taxes, cesses and other outgoings in respect of the said flat till the date hereof and thereafter all such outgoings shall be payable by the Incoming Tenant.

5. The Landlords have simultaneously on execution hereof admitted the Incoming Tenant as tenant of the said flat in the said building owned by them and the Incoming Tenant agrees to pay the monthly rent to the Landlords from the date hereof at the enhanced rent of Rs. \_\_\_\_\_\_\_/- per month. On execution hereof and as aforestated the Outgoing Tenant has with consent of the Landlords put the Incoming Tenant in possession of the said flat as lawful tenant thereof. The Incoming Tenant has on or before execution hereof paid three months advance rent to the Landlords and the receipt of the same is hereby acknowledged by the Landlords. The tenancy of the Incoming Tenant shall be governed by the provisions of The Maharashtra Rent Control Act, 1999 and any statutory notifications/modifications thereof applicable from time to time. The Incoming Tenant shall not commit any breach of the provisions of the said Act and shall use the said flat only for residential purposes for himself and his family members.

6. The Outgoing Tenant hereby agrees and covenants to execute all necessary writings, documents, deeds, forms, undertakings, affidavits and other assurances as may be required by the Incoming Tenant and/or the Landlords at the cost of the Incoming Tenant.

7. The Incoming Tenant shall bear all expenses of stamp duty and registration charges of these presents. The payment of stamp duty and registration of this instrument is the condition precedent to the creation and grant of tenancy of the said premises.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands to this agreement on the day and the year first hereinabove written.

**SCHEDULE – I**

(description of the entire land and the building
 owned by the Landlords)

**SCHEDULE – II**

(description of the subject residential flat)

SIGNED AND DELIVERED )

by the within named “The Outgoing Tenant” )

ABC in the presence of.... )

SIGNED AND DELIVERED )

by the within named “The Landlords” )

M/S. PQR in the presence of.... )

1.

2.

SIGNED AND DELIVERED )

By the within named “The Incoming Tenant” )

XYZ in the presence of..... )

1.

2.