**Transfer of a Flat by the Vendor to a Third Party on Ownership Basis Subject to the rights of an Existing Tenant**

**DEED OF TRANSFER**

 **THIS DEED OF TRANSFER** made at \_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ in the Christian Year, Two Thousand \_\_\_\_\_ BETWEEN ABC of \_\_\_\_\_\_\_\_\_\_, Indian Inhabitant, having address at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , hereinafter called “THE VENDOR” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the ONE PART; AND XYZ of \_\_\_\_\_\_\_\_, Indian Inhabitant, having address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called “THE PURCHASER” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS:—

(a) The Vendor is the absolute owner of a plot of land situate at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ together with the building standing thereon known as “\_\_\_\_\_\_\_\_\_\_\_\_\_” and more particularly described in the **First Schedule** hereunder written and hereafter referred to as “**the said larger property**”.

(b) The said building “\_\_\_\_\_\_\_\_\_\_\_\_\_\_” is consisting of Ground *plus* \_\_\_\_\_ upper floors which is fully occupied by various tenants/occupants. The said building is constructed prior to
the year \_\_\_\_\_\_\_.

(c) The Flat No.\_\_\_\_\_\_\_\_ (admeasuring 600 sq. ft of carpet area) on the second floor of the said building “\_\_\_\_\_\_\_\_\_\_\_\_\_\_” is occupied by one PQR as the tenant of the Vendor for last several years yielding monthly rent of Rs. \_\_\_\_\_/-. The said tenancy is valid and subsisting. The plan of the said Flat No.\_\_\_\_\_\_\_\_ on the Second Floor of the said building “\_\_\_\_\_\_\_\_\_\_\_\_\_” is annexed hereto and is hereinafter referred to as “**the said flat**”. The said flat is more particularly described in the **Second Schedule** hereunder written.

(d) The Vendor has agreed to sell, convey and transfer to the Purchaser and the Purchaser has agreed to purchase and acquire the said flat from the Vendor at or for the total lumpsum price of Rs.\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only), free from any encumbrances and reasonable doubts whatsoever, subject, however, to the tenancy, possession and other rights of the said Tenant as aforesaid and on the other terms and conditions recorded herein.

 NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the sum of Rs\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) paid by the Purchaser to the Vendor on or before execution of these presents being the full consideration money agreed to be paid as aforesaid (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth for ever acquit release and discharge the purchaser) HE the Vendor doth hereby grant, sell, conveys, transfers and assures unto the Purchaser free from all encumbrances and reasonable doubts the said flat more particularly described in the Second Schedule hereunder written subject to the tenancy, rights and occupation of the said Tenant AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Vendor in to out of or upon the said flat or any part thereof TO HAVE AND TO HOLD all and singular the said flat hereby granted conveyed, sold transferred and assured or intended or expressed so to be with their and every of their rights members and appurtenances UNTO AND TO THE USE and benefit of the Purchaser, his heirs, executors, administrators and Assigns for ever SUBJECT TO the payment of his proportionate share of future rates, assessments taxes and dues now chargeable upon the same or hereafter to become payable to the Government or to the Mumbai Municipal Corporation or any other public body or local authority in respect thereof AND the Vendor Doth hereby for himself and his heirs, executors and administrators covenant with the Purchaser THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any person or persons lawfully or equitably claiming by from through under or in trust for him made done committed omitted or knowingly or willingly suffered to the contrary HE the Vendor now has in himself good right full power and absolute authority to grant convey transfer and assure the said flat hereby granted conveyed transferred and assured or intended so to be unto and to the use of the purchaser in manner aforesaid AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold enter upon occupy possess and enjoy the said premises (subject to the rights of the said tenant as aforesaid) with their appurtenances and receive the rents issues and profit thereof and of every part thereof to and for his own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or his heirs, executors and administrators or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for him AND THAT free and clear and freely and clearly and absolutely acquitted exonerated released and for ever discharged or otherwise by the Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all former and other estates title charges and encumbrances whatsoever either made executed occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by from or in trust for them AND FURTHER that he the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said flat hereby granted conveyed transferred and assured or any part thereof by from under or in trust for him the Vendor or his heirs or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters and things conveyances and assurances in law whatsoever for the better further and more perfectly and absolutely granting unto and to the use of the purchaser in manner aforesaid as shall or may be reasonably required by the Purchaser his heirs, executors, administrators and for assuring the said premises and every part thereof hereby granted conveyed transferred and assured unto and to the use of the purchaser in manner aforesaid.

 AND IT IS HEREBY FURTHER AGREED AND COVENANTED BY AND BETWEEN THE PARTIES THAT:—

 (i) The Purchaser shall use the said flat for the purpose of residence only.

 (ii) The Purchaser along with other purchasers (who may enter into similar arrangements with the Vendor) of the premises in the building shall join in forming and registering an Association of Apartment Owners or a society or a limited company as may be decided by the Vendor which will be formed only after all the premises in the said building are sold and not otherwise.

 (iii) The Purchaser shall be liable to bear and pay the proportionate share of all outgoings in respect of the said premises.

 (iv) The Purchaser shall have no claim save and except in respect of the said particular flat. The remaining portion of the Property *i.e.* other flats, shops, common areas, etc. shall be the property of the Vendor until the whole of the said larger Property with building existing thereon is transferred to the Condominium/Co-operative Society/Limited Company as mentioned herein.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

(Give description of the whole building together with the land)

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**

(Give description of the subject flat)

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

SIGNED SEALED AND DELIVERED )

by the within named “ABC”, The Vendor )

above named in the presence of .... )

SIGNED SEALED AND DELIVERED )

by the within named “XYZ”, The Purchaser )

above named, in the presence of .... )

RECEIVED the day and year first )

hereinabove written of and from the with- )

in named Purchaser the sum of Rs.\_\_\_\_\_\_\_/- )

(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) )

by Cheque No. \_\_\_\_\_\_\_ dated )

drawn on )

being the amount of full and final )

consideration. )

 I SAY RECEIVED.

WITNESS:

1.

2. (VENDOR)