

**TRANSFER DEED**

This Deed of Transfer of Lease Hold rights is made on this.....day of....., Between Shri.....son of Shri....., resident of .....(hereafter called the Transfer) of the one part. And Shri..... Son of Shri.....son of .....resident of ..... (Hereinafter called the transferee) of the other part.

The expressions transferor and transferee shall unless inconsistent or repugnant with the context shall deemed to include the respective heirs, successors, administrations, assigns, servants, and legal representatives.

WHEREAS, the transferor is the member of the Doon Valley Officers' Co-operative Housing Society Ltd., Vasant Vihar, Chakrata Road, Dehradun, the owner and lessor (hereinafter called the Society), and was granted perpetual lease of the Society plot No.....phase .....measuring.....sq. yards or.....sq. meters situated in Mauza Kanwali, Pargana Central Doon Distract Dehradun with annual rental of is.....in terms of the perpetual lease Deed dated.....duly registered with the Sub-Registrar, Dehradun at Book No.....Volume.....page.....as no.....with duplicate no.....addl. Book No.....volume.....pages...../.....on.....

AND WHEREAS the transferor is in actual, vacant, physical possession of the said property ever since the date of the said lease and the same is not encumbered in anyway.

AND WHEREAS the transferor intends to transfer the said lease hold Society plot No.....phase.....to the transferee.

AND WHEREAS the Society lease hold plot cannot be transferred to any one without the prior written permission of the Society and can only be transferred to a person whose eligibility for grant of membership of the Society has been approved by the Society and sanction granted to the transferor and the transferee for transfer of lease hold plot.

AND WHEREAS the transferor has paid in full all the dues to the Society and other charges in accordance with the existing policies and Bye Laws of the Society.

AND WHEREAS the transferee will not sell or transfer in any manner the said Lease Hold plot to any other person without the prior written permission of the Society who is the owner and original lessor of the said plot and any such transfer of said plot and any such transfer of said lease hold plot without such written permission of the Society would render such transfer illegal and invalid.

AND WHEREAS both the transferor and transferee have obtained prior written sanction and permission from the said Society for transfer of the aforesaid Society plot.

AND WHEREAS the transferee approached the transferor and the transferor has agreed with the transferee to transfer Society plot No. ....phase .....measuring .....sq. yards.....sq. meter.....situated in Vasant Vihar, Chakrata road, Mauza Kanwali, Pargana central Doon District Dehradun of Doon Valley Officers' Co-operative Housing Society Ltd. Morefully described in the schedule hereto, free from all encumbrances, charges, liens and demands with all rights, title, interests, easements, right of passage etc. at a price of is.....

**NOW THIS DEED WITNESSETH AS UNDER:**

1. That in pursuance of the said agreement and in consideration of the sum of is.....(Rs.....) already paid by the transferee to the transferor and in full and final satisfaction of the sale consideration, the receipt of the said sum the transferor do hereby acknowledge in full and final satisfaction and doth herby convey, transfer and assign up to and to the use of the transferee all that permanent lease hold Society plot No.....phase.....measuring .....sq. yards or .....sq..meters situated at Doon Valley Officers' Co-operative Housing Society Ltd., Vasant Vihar, Chakrata Road, Mauza Kanwali Pargana Central Doon District Dehradun more fully described in the schedule hereto, together with all rights, title, interest, building, structure on the said plot appurtenances, assessments, claims, etc. whatsoever thereto absolutely and forever as ordinarily pass on such transfer.
2. AND THAT the actual physical possession of the property hereby transferred has been delivered by the transferor to the transferee this day.
3. AND THAT the property hereby transferred will be enjoyed by the transferee without any hindrance or interruption and its usufruct enjoyed by him as his own chattel and property.
4. AND THAT the property hereby transferred is free from all encumbrances, charges, 11ens, and demands etc. and in case the transferee is deprived of the whole or any part of the said property due to defect in title or rights, of the transferor or if any encumbrances is found thereupon, the transferor will make good the loss damages and expenditure thus suffered by the transferee on this account.
5. AND THAT all the Society lease rent, cusses, dues, charges, taxes, etc. in respect of the property hereby transferred shall be the responsibility of the transferor up to this day, where after the same shall be the responsibility of the transferee.
6. AND THAT the transferor at all times at the cost of the transferee shall execute or cause to be executed any further document or documents as may be required or may be necessary for completing and more perfectly assuring title to the said property.
7. AND THAT the original perpetual lease deed of the property hereby transferred has been given by the transferor to the transferee and observance of the terms and conditions as included therein and those laid down in this transfer deed shall hence forth be the responsibility of the transferee.
8. AND THAT no person other than class 1 Govt. Gazetted Officer or equivalent officer of public sector units, who is a member of the Society can hold land in the said colony except

by inheritance. The rights of the transferor and the transferee are restricted and controlled by the Society at its value.

9. AND THAT for the purpose of valuation it is hereby declared that the property is situated within the municipal limits of Nagar Nigam Dehradun at a distance of about 8 kms. form railway station within the developed colony known as Vasant Vihar Dehradun. The prescribed Govt. circle rate of the land in the said vicinity is Rs. ....per Sq. meters and the value for.....Sq. meters or land comes to Rs. ....which is also the minimum value of land fixed by the Society and the value for built-up at the rate of Rs. .... per Sq. meters for .....Sq. meters comes to Rs. ....and the total value of land with building comes to Rs. .... . The sale consideration is Rs. .... the stamp duty of Rs. .... Inclusive of Avas Vikas fee is paid on higher valuation according to law. There is nothing else upon the said land which may effect its value.

**SCHEDULE OF THE PROPERTY**

ALL THAT Society plot No. .... Phase.....measuring .....sq. yards or .....sq. meters situated in Doon Valley Officers' Cooperative Housing Society Ltd., Vasant Vihar, Chakrata Road, Mauza Kanwali, Pargana central Doon District Dehradun bounded and butted as under : -

North :  
South :  
East :  
West :

IN WITNESS WHEREOF the above named Transferor and transferee have signed this deed at Dehradun on this the day, month and year first above written.

Transferee .....

Transferor .....

**Witnesses : -**

1. ....
2. ....