

FORM NO. 37-I

[See rule 48L]

Statement of agreement for transfer of immovable property to be furnished to the appropriate authority under section 269UC of the Income-tax Act, 1961

Agreement made this _____ day of _____ in the year _____ between _____ [name(s) and address(es) of the transferor(s)] hereinafter called the transferor(s) of the one Part and _____ [name(s) and address(es) of the transferee(s)] hereinafter called the transferee(s) of the other Part. It is hereby agreed by and between the parties as follows :

1. The transferor(s) and the transferee(s) agree to transfer the immovable property located at _____ and described in the Schedule hereunder written by way of _____ [indicate the mode of transfer, e.g., sale, exchange, lease, etc.]
2. The total apparent consideration for the transfer of the immovable property is _____ [in words] (_____) [in figures]
3. _____ [write here other terms of the agreement for transfer]
4. The particulars of the transferor(s), transferee(s), and other details about the transaction are furnished in the annexure to this agreement

The Schedule above referred to : _____

[Detailed description of the immovable property proposed to be transferred

Verification

In witness of the above agreement for sale, the parties hereto solemnly declare that what is stated above and in the annexure (including the document(s) accompanying such annexure), to the extent it relates to the respective party, is correct and complete to the best of their knowledge and belief. Each party further declares that he is competent to sign this agreement and verify its content.

Transferor(s)
1. _____
Father's/Husband's name
2. _____
Father's/Husband's name
3. _____
Father's/Husband's name
4. _____
Father's/Husband's name

Transferee(s)
1. _____
Father's/Husband's name
2. _____
Father's/Husband's name
3. _____
Father's/Husband's name
4. _____
Father's/Husband's name

ANNEXURE

Particulars of the agreement for transfer of immovable property

1. Particulars of the transferor(s):
 - (i) Name(s)
 - (ii) Father's/Husband's name
 - (iii) Present address(es)
 - (a) Plot No.
 - (b) Lane/Street
 - (c) Locality
 - (d) City/Town with PIN Code
 - (e) District
 - (f) State
 - (g) Telephone No.
 - (iv) Permanent address(es)
 - (a) Plot No.

- (b) Lane/Street
 - (c) Locality
 - (d) City/Town with PIN Code
 - (e) District
 - (f) State
 - (g) Telephone No.
- (v) Permanent Account No.
- (vi) Ward/Circle/Special Range and place where assessed to income-tax
- 2. Particulars of the transferee(s):**
- (i) Name(s)
 - (ii) Father's/Husband's name
 - (iii) Present address(es)
 - (a) Plot No.
 - (b) Lane/Street
 - (c) Locality
 - (d) City/Town with PIN Code
 - (e) District
 - (f) State
 - (g) Telephone No.
 - (iv) Permanent address(es)
 - (a) Plot No.
 - (b) Lane/Street
 - (c) Locality
 - (d) City/Town with PIN Code
 - (e) District
 - (f) State
 - (g) Telephone No.
 - (v) Permanent Account No.
 - (vi) Ward/Circle/Special Range and place where assessed to income-tax
- 3. Particulars of the property sought to be transferred:**
- (i) (a) Area of vacant land
 - (b) Area of land occupied by any superstructure
 - (c) Total land area
 - (ii) Floor-wise plinth areas
 - (iii) Plant and machinery
 - (iv) Furniture and fixtures attached
 - (v) Other assets
 - (vi) Area of car parking space
 - (vii) Area of terrace, if any
 - (viii) Permissible Floor Area Ratio/Floor Space Index
- Enclose copies of building plan, layout plan and site plan.
- 4. Nature of interest or right proposed to be transferred. Please indicate whether the property consists of:**

- (i) ownership, or
- (ii) membership of co-operative society, or association of persons, or a company (Please indicate the number of shares and their value), or
- (iii) lease, or
- (iv) right to possession taken or retained in part performance of a contract of the nature referred to in section 53A of the Transfer of Property Act, 1882, or any agreement or arrangement of whatever nature, or
- (v) any other (please specify).

5. Particulars of consideration for transfer:

- (i) If the transfer is by way of sale, please state the consideration as per the agreement for transfer in respect of various assets :

- (ii) If the transfer is by way of exchange for a thing/things, or by way of exchange for a thing/things and a sum of money, please state the price that such thing(s) would fetch on sale in the open market on the date of agreement for transfer and such sum of money.
- (iii) If the transfer is by way of lease, please state :
 - (a) the period of lease
 - (b) the amount of premium
 - (c) the frequency of premium to be paid
 - (d) if the lease is in consideration of rent only, please state the money(s) payable by way of rent; and the value of services and things forming part of, or constituting, the rent
 - (e) if the lease is in consideration of premium and rent, please state the amount of the premium, the amount of rent and the value of services or things forming part of, or constituting, the rent
 - (f) if the lease is for any consideration other than those stated above, please state the details thereof
- (iv) If the whole or part of the consideration for transfer is payable on any date falling after the date of agreement for transfer, please state:
 - (a) date(s) on which consideration is payable
 - (b) discounted value of consideration on the date of agreement for transfer as per rule 48-I
- (v) In a case the proposed transfer is for any consideration other than those stated in items (i) to (iv), please state the nature and amount of consideration.

6. Is the property proposed to be transferred/encumbered in any manner? If so, please give details if it is by way of :

- (a) lease
- (b) mortgage (including equitable mortgage of any form)
- (c) charge
- (d) tenancy
- (e) any other (please specify)

Please furnish a copy of the deed, agreement or any other document executed in respect of the encumbrance. Also furnish up-to-date encumbrance certificate issued by the competent Sub-Registrar.

7. Details of liabilities in respect of dues of the local authorities (e.g., lease rent, water charges, electricity bills, development charges, etc.).

8. (i) (a) Whether provisions of the Urban Land (Ceiling and Regulation) Act, 1976 (33 of 1976) are applicable to the property proposed to be transferred?
- (b) If yes, whether permission of the competent authority under the aforesaid Act for the transfer of the property has been obtained?
- If yes, a copy of such permission granted should be attached. If not, give reasons attaching necessary evidence in support of this.
- (ii) (a) Whether transfer of the property requires permission/approval from any statutory authority constituted under any Central/State/local laws?
- (b) If yes, give details and enclose a copy of the permission received.
9. Whether any part or the whole of the property proposed to be transferred has been reserved for any public purpose? If so, give details.
10. Whether any litigation relating to the property proposed to be transferred is pending? If so, give nature and details of such litigation.
11. If the property is not in the possession of the transferor, please give details of the person(s) in possession of the property, his/their address(es) and the nature of the possession by the occupant(s) :
- (i) Is the transferor in possession of the title deeds of the property proposed to be transferred?
- (ii) If the answer to (i) above is no, the name and address of the person in possession of the title deeds and the reasons thereof.
12. Particulars about acquisition of the property proposed to be transferred:-
- (i) Date on which the immovable property was acquired
- (ii) Cost of acquisition of the property. If the property was constructed by the transferor(s), the cost of acquisition of the land and cost of construction is to be given separately
- (iii) Was the property or part thereof acquired other than by way of purchase? If so, give the details of such acquisition and cost of acquisition to the previous owner. Furnish a copy of relevant document.
13. Persons interested in the property and in the consideration specifying their shares and basis thereof:
14. Is there any other written agreement for transfer of the said property other than the one in this form? If so, enclose a copy of this agreement.
15. Address of the Registrar where the sale agreement is required to be registered.
16. Please give nature and number of documents enclosed :

Signature(s) of transferor(s)

Signature(s) of transferee(s)

Notes :

1. The statement of agreement for transfer and the annexure should be in the format prescribed above duly signed by the transferor(s) and the transferee(s) on each page and furnished along with requisite copies of the documents.
2. Any change in the address of the transferor(s) or the transferee(s) should be communicated in writing to the Appropriate Authority to whom this statement of agreement for transfer has been furnished.
3. The statement shall be signed and verified on behalf of every transferor and transferee by the following :
(1) in the case of an individual :-

- (i) by the individual himself;
- (ii) where he is absent from India, by the individual himself or by some person duly authorised by him in this behalf;
- (iii) where he is mentally incapacitated from attending to his affairs, by his guardian or any other person competent to act on his behalf;
- (iv) where, for any other reasons it is not possible for the individual to sign the statement, by any person duly authorised by him in this behalf :

Provided that in a case referred to in sub-clause (ii) or sub-clause (iv), the person signing the statement holds a valid power of attorney from the individual to do so, which shall be attached to the statement;

- (2) in the case of a Hindu undivided family, by the karta, and where the karta is absent from India or is mentally incapacitated from attending to his affairs, by any other adult member of such family;
- (3) in the case of a company, by the managing director thereof, or where for any unavoidable reason such managing director is not able to sign and verify the statement, or where there is no managing director, by any director thereof :

Provided that where the company is not resident in India, the statement may be signed and verified by a person who holds a valid power of attorney from such company to do so, which shall be attached to the statement :

Provided further that

- (a) where the company is being wound up, whether under the orders of a court or otherwise, or where any person has been appointed as the receiver of any assets of the company, the statement shall be signed and verified by the liquidator referred to in sub-section (1) of section 178 of the Income-tax Act;
 - (b) where the management of the company has been taken over by the Central Government or any State Government under any law, the statement of the company shall be signed and verified by the principal officer thereof;
 - (c) in the case of a firm, by the managing partner thereof, or where for any unavoidable reason such managing partner is not able to sign and verify the statement or where there is no managing partner as such, by any partner thereof, not being a minor;
 - (d) in the case of a local authority by the principal officer thereof;
 - (e) in the case of a political party referred to in sub-section (4B) of section 139, by the Chief Executive Officer of such party (whether such executive officer is known as secretary or by any other designation);
 - (f) in the case of any other association, by any other member of the association or the principal officer thereof; and
 - (g) in the case of any other person, by that person or by some other person competent to act on his behalf;
- (4) Before signing the verification every person should satisfy himself that the statement, annexure and the accompanying documents are, to the best of his knowledge and belief, correct and complete in all respects. Any person making any false statement shall be punishable under section 277 of the Income-tax Act.