DEED OF A HOUSE

THIS INDENTURE of sale made on this the .................... day of ....................... one thousand nine hundred and ninety-two between Shri X, son of Shri Y, resident of .................................................... hereinafter called the Vendor (which expression shall include wherever applicable his heirs, executors, legal representatives and assigns) of the ONE PART and A, son of 8, resident of ................................... hereinafter called the purchaser (which expression shall include wherever applicable his heirs, executors, legal representatives and assigns) of the OTHER PART.

WHEREAS one Shri............................. had by means of a deed of conveyance dated .................. and registered as No................in Book No .................. Volume .................... on pages ..................... in the office of Joint Sub-Registrar at .................. had acquired the estate which was commonly known as ........................ and thereafter had constructed new houses on the open land and named the same as .................. ; and

AND WHEREAS on the demise of the said Shri ............................ Shri .................... son of .................. resident of ....................... had acquired the said premises by means of the last will and testament of the said Shri ...................... dated .................. and registered as No. ................... in the Book No. ........... Volume ................ pages ............... in the office of the Joint Sub-Registrar . .................. on .............................. ; and

AND WHEREAS the said Shri ............... sold out the entire estate to Shri .............. jointly with Shri ...................... by means of a sale deed dated .......................... Registered as No.......... of ................. in Book No .............. Volume No ................... on pages ................ in the office of the Joint Sub-Registrar, . on the ..................... ; and

AND WHEREAS the said Shri ..................... jointly with Shri ................ sold out the entire estate to Smt ..................... and Shri .................... by means of a sale deed dated ................ Registered as No . ............. in Book No . ................... Volume .............. on pages .................... dated ..................... in the office of Joint Sub-Registrar, .; and

AND WHEREAS the said Smt............... and Shri .......................... jointly sold a portion of the said estate (approx. about .............. acres) to Smt. ...................... wife of ................................. and Shri............................. son of late ................................ resident of ............................. by sale deed dated registered as No. .......... in Book ................. Volume No. ................. pages ................... in the office of Joint Sub-Registrar. .................. ; and

AND WHEREAS the said Smt ...................................... and Shri ............................. jointly sold other portion of the said estate (approx. about 3.50 acres) to Smt .............................. wife of ............................... and Shri .................................. son of late ................................ resident of ....................................... by a sale deed dated ..................... registered as No ........................ in Book No ................... Volume No .................... in the office of Joint Sub-Registrar . .................. ; and

AND WHEREAS the said Smt ........................... and Shri ................................. jointly sold the entire property under their ownership admeasuring approx. 3.50 acres to the Vendor by sale deed dated ............................ registered as No ................... Book NO ........ Volume No ......... pages .................... in the office of Joint Sub- Registrar, ; and

AND WHEREAS Smt ........................... and Shri .............................. also jointly sold the property to Vendor under their ownership admeasuring about ..................acres by sale deed dated ...................... registered as No .............. Book No ................ Volume No . ................... pages ..................... on .................... in the office of Joint Sub-Registrar . .................. ; and

AND WHEREAS the Vendor herein has become absolute owner of the total extent of .................. acres and the building constructed thereon more particularly described in the Schedule hereunder; and

AND WHEREAS the said property was renamed as . and at the request of the Vendor the change of name was also recorded in the records of Municipal Board ..................;

AND WHEREAS the Vendor has offered to sell the said 7.00 acres of land, bearing plot No ............. situate on ..................... known as ........................... together with a building bearing No ............................ Road, ., and the Purchaser has agreed to purchase the said property more particularly described in the schedule hereunder and delineated in the plan attached hereto and coloured red thereon for a total sale consideration of a sum of Rs ............. (Rupees .................................. only).

NOW THIS INDENTURE OF SALE WITNESSETH AS UNDER

That in pursuance of the said agreement and in consideration of the said sum of Rs . ................... (Rupees ............................. only) paid by the Purchaser herein unto the Vendor before execution of these presents (the receipt of which sum the Vendor doth hereby acknowledge as the full consideration) the Vendor doth hereby grant, convey, and assign by way of absolute sale unto the Purchaser all those pieces and parcel of land admeasuring .................. bearing plot No.................... popularly known as .. situated at .................................. along with the building constructed thereon bearing municipal No . .................. more particularly described in the Schedule herein and delineated in the plan attached hereto and coloured ......................... thereon together with building fixtures, etc. with all the estate, right, title and interest of the Vendor herein together with all other rights, easements, advantages, privileges and appurtenances whatsoever in the said piece and parcel of land to have and to hold the same unto the Purchaser herein absolutely for ever and absolutely free from all encumbrances, claims, demands, attachments and charges of all claim but subject however to the payment of all Government assessment and other taxes payable to the Government or any other local Authorities in respect of the said land and property more particularly described in the Schedule hereunder and delineated in the plan attached hereto and coloured................... thereon together with all ways, waters, watercourses thereto, whatever in the said piece or parcel of land more particularly described in the Schedule hereunder and hereby conveyed, the Vendor covenant and confirm that all rents, rates, taxes, assessment dues, duties on the said property have been paid by them upto and including the date of these presents and further covenant that should any rates, taxes, dues and duties be found payable upto date, the same shall and will be paid by him; and

AND WHEREAS the Vendor doth hereby covenant with the said purchaser that he, the Vendor have good right, title, interest and full power to grant, convey and assign the said piece and parcel of property more particularly described in the Schedule hereunder and delineated in the plan attached hereto and coloured....................... thereon in the manner aforesaid and that the said property is free from all encumbrances, claims, demands and other court attachments and that the Purchaser may quietly enter into and enjoy the same, the rents and profits of the said property without any lawful interruption, claims, demand or disturbance whatsoever from the said vendor or any other person or persons claiming through, under or in trust for the said Vendor. And that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the vendor and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles and charges and/or encumbrances whatever had made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them or any of them with the vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest in law or in equity in all said property hereby assigned, transferred or any part thereof by, from or in trust for the vendor or his successors, assigns and representatives shall and will from time to time.

AND the Vendor doth hereby covenant with the Purchaser that notwithstanding any act, deed, matters or things whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for him, made, done, committed or knowingly or willingly suffered to the contrary, his right, title or interest to the said property not becoming void or voidable or the Vendor doth hereby covenant with the Purchaser that there is no mortgage, charge or lien or other encumbrances on the said property and the Vendor doth hereby further covenant with the Purchaser that the Purchaser, its visitors, servants, agents and licences from time to time and at all times hereafter by day and night at its or their free will and pleasure for all purposes connected with the use and enjoyment of the said property hereby conveyed, and assured or expressed so to be to go to return, pass and re-pass with or without vehicles of all descriptions (including mechanically propelled vehicles) laden or unladen and with or without animals over the common road and the Vendor declare that he has handed over to the Purchaser all documents of title relating to, belonging to or connected with the said property and the Vendor declare and confirm that he does not have any other document of title and should he come in possession of any evidence or document of or relating to title, he shall and will hand over or cause to be handed over to the Purchaser or any person claiming through or under the Purchaser.

AND, lastly the Vendor doth hereby confirm that he had handed over to and placed the Purchaser in possession of the said property hereby granted, conveyed, transferred and assigned unto the Purchaser.

AND THE VENDOR DOTH HEREBY FURTHER COVENANT with the said Purchaser that whenever reasonably required by the said Purchaser and at the cost of the Purchaser, the Vendor will do sign and execute all other acts, deeds and writings for further and better assuring the said land and properly more particularly described in the Schedule hereunder and hereby conveyed to the said Purchaser.

IN WITNESS WHEREOF the Vendor has hereunto set his hand to this Indenture of sale on the day, month and year first above herein written.

Schedule of the property above referred

All that piece or parcel of land or ground bearing plot No . ........... situate at ............ admeasuring .............. acres or thereabouts along with the building bearing Municipal No ............... of ................... .............., popularly known as ............. marked A, B, C, D, E, F, G and delineated by the red colour in the site plan annexed hereto, within the Registration District of

.............. and bounded as follows:

North

South

East

West

Signed and delivered by Shri .............................

the within named Vendor

RECEIVED the day and year first hereinabove written of and from the within named Purchaser a sum of Rs ............ (Rupees .................. only) being the full consideration money as within mentioned payable by it to us.

Rs ................................

I say received.

Date:

(Vendor)