

DEED OF CONVEYANCE

This **DEED OF ABSOLUTE SALE** is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand \_\_\_\_\_

**BETWEEN**

**Sri** \_\_\_\_\_, son/wife/daughter of Sri/Late \_\_\_\_\_, aged about \_\_\_\_\_ years, holding PAN \_\_\_\_\_, by Caste \_\_\_\_\_, by Nationality Indian, residing \_\_\_\_\_ at \_\_\_\_\_, hereinafter called the "**SELLER**" (which expression shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

**Sri** \_\_\_\_\_, son of \_\_\_\_\_, aged about \_\_\_\_\_ years, by Caste \_\_\_\_\_, by Nationality Indian, holding PAN \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter called the "**PURCHASER**" (which expression shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

The **SELLER** and the **PURCHASER** are hereinafter referred collectively as parties and individually as party.

**WHEREAS** the **SELLER** is the absolute owner, in possession and enjoyment of the piece and parcel of \_\_\_\_\_ land measuring about \_\_\_\_\_ decimal, lying and situated in R.S. Plot Number \_\_\_\_\_, corresponding L.R. Plot Number \_\_\_\_\_, Recorded in R.S. Khatian Number \_\_\_\_\_ and L.R. Khatian Number \_\_\_\_\_, at Mouza \_\_\_\_\_, J.L. Number \_\_\_\_\_, Touzi Number \_\_\_\_\_, under Police Station \_\_\_\_\_, Registration Sub-District \_\_\_\_\_, in the district of \_\_\_\_\_, more fully and particularly described in the schedule here under written and hereafter referred to as the "**SCHEDULE PROPERTY**".

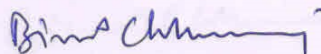
**ANDWHEREAS** the **SCHEDULE PROPERTY** was the self acquired property of \_\_\_\_\_, deceased father of the **SELLER** and he purchased the same from Sri \_\_\_\_\_, son of \_\_\_\_\_ of \_\_\_\_\_, by virtue of a Sale Deed dated \_\_\_\_\_, registered in the office of the \_\_\_\_\_, in Book 1, Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, Being Number \_\_\_\_\_ for the Year \_\_\_\_\_.

**ANDWHEREAS** the said \_\_\_\_\_ died in-estate on \_\_\_\_\_ leaving behind his only son namely, Sri \_\_\_\_\_, the **SELLER** herein, as the only legal heir.

**ANDWHEREAS** the **SELLER** herein, as the only legal heirs of the deceased \_\_\_\_\_, have become the absolute owner of the **SCHEDULE PROPERTY** since the death of his father \_\_\_\_\_ on and he has been enjoying the same with absolute right, title and interest since then and he has clear and marketable title to the **SCHEDULE PROPERTY**.

**ANDWHEREAS** the **SELLER** being in need of funds to meet his personal commitments and

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Partner



family expenses have decided to sell the SCHEDULE PROPERTY and the PURCHASER has agreed to purchase the same.

**ANDWHEREAS** the SELLER agreed to sell, convey and transfer the SCHEDULE PROPERTY to the PURCHASER for a total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and the PURCHASER herein agreed to purchase the same for the aforesaid consideration and to that effect the parties entered into an agreement on the \_\_\_\_\_.

**NOW THIS DEED OF SALE WITNESSETH:**

1. **THAT** in pursuance of the aforesaid agreement and in consideration of a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only received by the SELLER in cash/cheque/bankdraft and upon receipt of the said entire consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only (the SELLER doth hereby admit, acknowledge, acquit, release and discharge the PURCHASER from making further payment thereof) the SELLER doth hereby sell, conveys, transfers, and assigns unto and to the use of the PURCHASER the SCHEDULE PROPERTY together with the water ways, easements, advantages and appurtenances, and all estate, rights, title and interest of the SELLER to and upon the SCHEDULE PROPERTY TO HAVE AND TO HOLD the SCHEDULE PROPERTY hereby conveyed unto the PURCHASER absolutely and forever.
2. **THAT** THE SELLER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:
  - i. **That** the SCHEDULE PROPERTY shall be quietly and peacefully entered into and held and enjoyed by the PURCHASER without any interference, interruption, or disturbance from the SELLER or any person claiming through or under him.
  - ii. **That** the SELLER have absolute right, title and full power to sell, convey and transfer unto the PURCHASER by way of absolute sale and that the SELLER have not done anything or knowingly suffered anything whereby their right and power to sell and convey the SCHEDULE PROPERTY to the PURCHASER is diminished.
  - iii. **That** the property is not subjected to any encumbrances, mortgages, charges, lien, attachments, claim, demand, acquisition proceedings by Government or any kind whatsoever and should thereby and the SELLER shall discharge the same from and out of his own fund and keep the PURCHASER indemnified.
  - iv. **That** the SELLER hereby declares with the PURCHASER that the SELLER have paid all the taxes, rates and other outgoings due to local bodies, revenue, urban and other authorities in respect of the SCHEDULE PROPERTY up to the date of execution of this sale deed and the PURCHASER shall bear and pay the same hereafter. If any arrears are found due for the earlier period, the same shall be discharged/borne by the SELLER.
  - v. **That** the SELLER have handed over the vacant possession of the SCHEDULE PROPERTY to the PURCHASER on \_\_\_\_\_ and delivered the connected original title document in respect of the SCHEDULE PROPERTY hereby conveyed on the date of execution of these presents.

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*Bimal Chakraborty*

Partner