

THIS INDENTURE OF CONVEYANCE made this the _____ day of
TWO THOUSAND AND NINETEEN

BETWEEN

..... (**PAN**) son of hereinafter referred to as the **VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**

AND

..... (**PAN**) son of by faith Hindu, by occupation by Nationality: residing at hereinafter collectively referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**

WHEREAS:

- A)** By a Deed of Conveyance dated and registered at the office of the jointly purchased and acquired and/or became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to (Schedule of the Property) for the consideration therein mentioned.
- B)** The said Purchasers namely after having acquired the said caused to be constructed thereat in accordance with the sanctioned as Municipal Premises No. 30 Nalini Ranjan Avenue, New Alipore, Kolkata 700 053 (more fully and particularly mentioned and described in the SCHEDULE hereunder written and hereinafter referred to as the said PROPERTY).
- C)** The said died on leaving His/her surviving her only heirs and/or legal representatives.

- D)** After theof the said, the saidmade an application for and/or grant of in the Hon'ble High Court, Calcutta in its Testamentary and Intestate jurisdiction being PLA No.
- E)** The said during his lifetime was accepted as the absolute owner of the said property and accordingly in the testamentary proceedings, the Letters of Administration in respect of the Last Will and Testament of Late Brij Mohan Das Rohatgi was granted with a copy of the will annexed thereto in favour of In the events as recited hereinabove, the Vendor thus became entitled to the entirety of the said property and has been exercising all powers and authority as the Owner over and in respect of the said Property.
- F)** By an agreement dated entered into between the parties hereto and registered at the office of the Additional District Sub Registrar, the Vendor agreed to sell and transfer and the Purchasers have agreed to purchase and acquire the said Premises being Municipal Premises No. (more fully and particularly mentioned and described in the SCHEDULE hereunder written and hereinafter referred to as the said PREMISES) SUBJECT HOWEVER to the rights of the said Tenant but otherwise free from all encumbrances, charges, liens, lispens, attachments, trusts whatsoever or howsoever for the consideration and subject to the terms and conditions contained and recorded in the said Sale Agreement each of the said Purchasers agreeing to acquire undivided half share or interest into or upon the said Premises.
- G)** The Purchasers have from time to time made full payment of the amount of consideration payable under the said Sale Agreement and have now requested the Vendor to execute the Deed of Conveyance and/or transfer in respect of the said Premises which the Vendor has agreed to do subject to the terms and conditions hereinafter appearing.
- H)** At or before the execution of these presents the Vendor has assured and represented to the Purchasers and each one of them as follows:
- i)** That the said Letters of Administration have been lawfully and validly granted and none of the other descendants of the said
 - ii)** That excepting the rights of the said Tenant the said property is otherwise free from all encumbrances charges liens lispens attachments trusts whatsoever or howsoever;
 - iii)** That the Vendor has a marketable title in respect of the said property and the building standing thereat;

- iv)** THAT the Vendor undertakes that all arrears of municipal taxes and outgoings of whatsoever nature payable to Kolkata Municipal Corporation including water tax, electricity charges, penalty and/or any liability shall be paid borne and discharged by the Vendor upto the date of execution of this Deed.
- v)** **THAT** neither the Vendor nor any of his predecessor in title has entered into any agreement for sale, transfer, lease or development nor has created any interest of a third party into or upon the said property or any part or portion thereof;
- vi)** **THAT** the Vendor is legally competent to sell and transfer the said Property
- vii)** **THAT** the Vendor is in possession of the original title deed in respect of the said Premises being the Deed of Conveyance
- viii)** **THAT** the Vendor is in khas possession of the said property excepting the portions in occupation of the said Tenant.
- ix)** **THAT** the estate of late Brij Mohan Das Rohatgi has been fully administered.

I) Relying on the aforesaid representations and believing the same to be true and acting on good faith thereof, the Purchasers have agreed to purchase and acquire the said property and but for the aforesaid representations the Purchasers would not have otherwise agreed to purchase and acquire the said Property nor would have parted with the amount of consideration as hereinafter appearing

NOW THIS INDENTURE WITNESSETH as follows:

I. THAT in that in pursuance of the said Agreement and in consideration of a sum of Rs./- (Rupees only) of the lawful money of the Union of India well and truly paid by the Purchasers to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge and of and from payment of the same and every part thereof doth hereby acquit, release exonerate and forever discharge the said Property and the Purchasers herein), the Vendor doth hereby grant, sell, transfer, convey, assign and assure unto and in favour of the Purchasers herein ALL THAT the piece and

parcel of revenue free land containing by admeasurements an area of situate lying at and being Municipal Premises No. (said PROPERTY) and/or the entirety of the right title interest of the Vendor into or upon the said property SUBJECT HOWEVER to the rights of the said Tenant but otherwise free from all encumbrances. charges, liens, lispensens, mortgages, trusts, attachments, acquisitions, requisitions of any nature whatsoever **TOGETHER WITH** all easement, rights and liberties reserved in favour of the Vendor **TOGETHER WITH** all areas, fences, passages, sewers, drains, water, water courses, trees, benefits, advantages and all manner of former or other rights. liberties. privileges. easements, appendages and appurtenances whatsoever belonging to the said land hereditaments and premises or in anywise appertaining thereto or any part thereof usually held used, occupied, accept and accepted or enjoyed therewith or reputed or known as part or parcel or member thereof or be appurtenant thereto **AND** the reversion or reversions, remainder or remainders, and all rents, issues and profits thereof and all and every part thereof, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be **AND** all the estate right title interest inheritances, use, trust, property claim and demand whatsoever both at law and in equity of the Vendor into and upon the Said Property or any part thereof **TOGETHER WITH** all deeds pattahs and muniments, writings and evidences of title whatsoever in anywise relating to or concerning the Said Property or any part thereof which now are or were or hereafter shall or may be in the custody, possession or power or control of the Vendor or any other person or persons from whom the Vendor may procure the same without any action or suit in law or in equity **TO HAVE AND TO HOLD** the Said Property and all the lands benefits rights and properties hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and each and every part thereof unto and to the use of the Purchasers absolutely and forever free from all encumbrances, trusts, liens, lispensens, charges, attachments, claimants, requisitions, acquisitions, vesting and alignments whatsoever.

II. **AND** the Vendor doth hereby covenant with the Purchasers that notwithstanding any act deed matter or thing whatsoever by the Vendor or by any of its predecessors or ancestors in title done or executed or knowingly suffered to the contrary the Vendor is now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and

sufficiently entitled to the Said Property and all other properties, benefits and rights hereby granted, conveyed, sold, transferred, assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition use trust or thing whatsoever to alter defeat encumber or make void the same and that notwithstanding any such act deed or thing whatsoever done as aforesaid the Vendor has good right full power and absolute authority and indefeasible title to grant sell convey, transfer, assign and assure the Said Property hereby granted, sold conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in manner aforesaid according to the true intent and meaning of these presents.

- III. **AND THAT excepting for the rights of the said Tenant,** the Said Property and all other properties, rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and each of them are now free from all encumbrances, demands, claims, charges, liens, attachments, vesting, leases, lispensens, uses, debutters or trusts made or suffered by the Vendor or any person or persons having or lawfully claiming any estate or interest in the Said Property from under or in trust for the Vendor.
- IV. **AND THAT** the Vendor has at or before the execution of this Deed delivered vacant and peaceful possession of the entirety of the said Property to the Purchasers along with all standing structures excepting the portions in occupation of the said Tenant **AND** the Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the Said Property and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or from or under any of its predecessors in title **AND THAT** free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by and at the cost and expenses of the Vendor well and sufficiently entitled saved and indemnified of and from and against all charges, liens, debts, attachments and encumbrances whatsoever suffered or created by the Vendor or any of his predecessors in title or any person lawfully or equitably claiming as aforesaid **AND THAT** the Vendor shall indemnify and keep the Purchaser absolutely discharged, saved, harmless and kept indemnified against all encumbrances, liens, vesting, attachments, lispensens, uses, debutters, trusts, claims and demands of any and

every nature whatsoever by or against the Vendor or any person lawfully or equitably or rightfully claiming as aforesaid in respect of the said Property or any part thereof.

- V. **AND ALSO** that the Vendor and all persons having or lawfully, rightfully or equitably claiming any estate or interest in the Said Property or any part thereof from under or in trust for the Vendor or from or under any of his predecessors in title shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all such acts deeds matters and things whatsoever for further better and more perfectly assuring the Said Property and every part thereof and other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required
- VI. **AND ALSO THAT** the Vendor has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the said Property and other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title **AND THAT** the Vendor does not hold land in excess of the ceiling area **AND THAT** the Said Property is within the ceiling limits under all applicable laws for the time being in force **AND THAT** the Said Property is not attached under any Certificate case or any proceedings started at the instance of the Income Tax authorities or other Government Authorities under Public Demand Recovery Act and is not subject to any attachment by Civil and Criminal Court **AND THAT** the Vendor will keep the Purchasers fully indemnified against all losses claims demands damages which may be suffered by the Purchaser due to any defect in the Vendor's title to the Said Property **AND THAT** the Vendor hereby covenant agree and undertake to pay all arrears of land rent, maintenance charges, electricity charges and all other rates, taxes outgoings and levies that may be found due and payable with interest, costs and penalty to any person or persons or appropriate Govt. or Semi-Govt. authority or authorities concerned for all the periods prior to and up to the date of these presents and agrees to keep the Purchaser fully indemnified against any claim or demand arising therefrom and in respect thereof
- VII. And That the Vendor covenant and declare that the Vendor is competent and has full lawful right and authority to sell and convey the

Said Property to the Purchasers and that the Vendor is not prevented under any law or statute and/or any statutory order or court order or injunction from selling and transferring the Said Property in favour of and to the Purchasers And that the Purchasers shall be entitled to have the Said Property in their names in records of Kolkata Municipal Corporation and all other authorities with full authority from the Vendor to sign all papers, petitions, No Objection etc. for and on behalf of the Vendor

VIII. AND THIS DEED FURTHER WITNESSETH THAT in the event of there being any defect in title it shall be the obligation and responsibility of the Vendor to cure and/or remedy the same at his own cost and in the event of the Purchasers or any one of them being saddled with and/or exposed to any liability because of there being any defect in title then and in that event the Vendor shall be solely and wholly responsible and/or liable and shall keep the Purchasers and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceeding

THE SCHEDULE ABOVE REFERRED TO

(PROPERTY)

ALL THAT the piece and parcel of revenue free land containing by admeasurements an area of being Municipal Premises No. together with Years old One Stored Building having Ground floor measuring sq feet of covered area (more or less) and a tin shed structures measuring sq feet of covered area (more or less) thereon standing thereon within Police Station and within the limits of Kolkata Municipal Corporation under Ward No..... and butted and bounded in the manner following that is to say:

ON THE NORTH:

ON THE SOUTH:

ON THE EAST:

ON THE WEST:

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written

SIGNED AND DELIVERED BY THE VENDOR

At Kolkata in the presence of:

Witnesses:

1.

2.

SIGNED AND DELIVERED BY THE PURCHASERS

At Kolkata in the presence of:

Witnesses:

1.

2.

RECEIVED of and from the within named

Purchasers the within mentioned sum of

Rs./- (Rupees only)

Being the amount of consideration payable

as per memo below:

Rs.

M E M O

(Rupees only)

VENDOR

Witnesses:

Drafted and Prepared in my office:

DATED THIS THE _____ DAY OF _____ 2017

BETWEEN

.... VENDOR

AND

.... PURCHASERS

DEED OF CONVEYANCE