

DEED OF CONVEYANCE (WHERE THE CONSIDERATION IS PAYABLE BY
INSTALMENTS)

THIS DEED OF CONVEYANCE is made at ... this... day of,... between Mr. 'A' of... (hereinafter referred to as the 'Vendor') of the One Part, and Mr. 'B' of ... (hereinafter referred to as 'the Purchaser'). of the Other Part;

WHEREAS the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land and premises situate at ... and more particularly described in the Schedule hereunder written.

AND WHEREAS the Vendor has agreed to sell the said property to the Purchaser at the price of Rs... and has received from the Purchaser a sum of Rs... as earnest money on the execution of the agreement for sale.

AND WHEREAS the balance is agreed to be paid by the Purchaser by instalments as hereinafter provided.

AND WHEREAS the Purchaser has requested the Vendor to execute these presents which he has agreed to do.

AND WHEREAS for the purposes of stamp duty the consideration is valued at market value is fixed at

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in consideration of the sum of Rs.... paid as earnest money as aforesaid and of Rs.... paid on the execution of these presents (receipt whereof the vendor hereby admits) and the balance of Rs.... agreed to be paid by the Purchaser to the Vendor by instalments as hereinafter provided. making together the said sum

of Rs.... agreed to be, paid by the Purchaser to the Vendor, He, the Vendor doth hereby convey and transfer by way of sale unto the Purchaser all that piece of land with the building and structures standing thereon situate at ... in the Registration Sub District of ... and more particularly described in the Schedule hereunder written and delineated on the Plan thereof hereto annexed by red coloured boundary line TOGETHER WITH ALL the things permanently attached thereto or standing thereon and all the privileges, casements, profits, rights and appurtenances whatsoever to the said land and other premises or any part thereof belonging or anywise appertaining thereto and ALL THE estate, right, title, Interest, use, possession, benefit. claim and demand whatsoever at law or otherwise of the Vendor to the said piece of land and other the premises hereby conveyed and every part thereof TO HOLD the same unto and to the use and benefit of the Purchaser absolutely and forever, subject to the payment of all rents, rates, taxes, assessments. dues and du ties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or the Municipal Corporation of... or any other public body or local authority in respect thereof. - - - -

AND the Vendor doth hereby covenant with the Purchaser that,

- (1) The Vendor now has in himself good right and full power to convey and transfer by way of sale the said piece of land, and other the premises hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid.
- (2) The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon. occupy, or possess and enjoy the said land, and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit. lawful eviction or interruption, claim and

demand whatsoever from or by him the Vendor or his heirs, or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.,

- (3) The Purchaser shall hold the said land and premises free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Vendor and well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever had, made, executed. occasioned and suffered by the Vendor or by any other person or persons claiming or to claim by, from, under or In trust for him;
- (4) The Vendor and all persons having or claiming any estate, right, title or interest An the said land, and premises hereby conveyed or any part thereof by, from, under or in trust for the Vendor or his heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things. In the law whatsoever for the better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser in manner aforesaid as by the Purchaser. his heirs, executors or administrators and assigns shall be reasonably required.

And the Purchaser doth hereby covenant with the Vendor that the Purchaser shall and will pay the said balance purchase price of Rs.... by four equal quarterly Instalments of Rs.... the first of such Instalments to be paid on or before the ... day of... the second instalment on or before the ... day of ... and the third Instalment on or before the ... day of ... and the fourth instalment on or before the ... day of... time being in each case the essence of the contract, AND it, is agreed that in the event of default of payment of any instalment on the due

date thereof the whole of the said balance or any part thereof remaining unpaid will at the option of the Vendor become due and payable at once, And it is further agreed that the Purchaser will be liable to pay and hereby agrees to pay Interest at the rate of Rs. ... per cent per annum on each and every defaulted instalment from the date thereof till payment or recovery thereof and the Purchaser agrees

and confirms that the said unpaid balance of the price and every part thereof will remain a statutory charge on the said land and premises hereby conveyed under Section 55(4) (b) of the Transfer of Property Act, 1882, and in the event of non-payment thereof the Vendor will be entitled to enforce the charge by sale of the said land and premises through Court and the Purchaser will be liable to pay all costs, charges and expenses incurred by the Vendor In enforcement of the charge.

IN WITNESS WHEREOF the Vendor and the Purchaser have put their respective hands the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO
(Description of the property).

Signed and Delivered by the withinnamed Vendor Mr.
in the presence of

Signed and delivered by the
withinnamed Purchaser Mr....
in the presence of ...

