

DEED OF CONVEYANCE SUBJECT TO RIGHT OF WAY

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 piece of land situate at ... and more particularly described in the First Schedule hereunder written.

AND WHEREAS on a portion of the land there is a Bungalow which is occupied by the Vendor.

AND WHEREAS another portion of the said land exclusive of the land occupied by the said Bungalow and surrounding area necessary for the enjoyment of the Bungalow is completely vacant and Is not necessary for the enjoyment of the said Bungalow and is separated by sub division of the said land approved by the Town Planning Authority.

AND WHEREAS the Vendor has agreed to sell the said last mentioned portion of the land to the Purchaser subject to reserving a right of way or passage on the Eastern boundary of the said portion for the Vendor to pass and re-pass from the said Bungalow to the public road on which the said land is abutting.

AND WHEREAS the said portion of land agreed to be sold is shown on the plan of the whole of the said land, by red coloured boundary line, and Is more particularly described in the Second Schedule hereunder written and the said passage is shown by colour burnt sienna on the said plan hereto annexed

and marked Annexure 'A'.

AND WHEREAS the Vendor has agreed to sell the said portion of the land described in the Second Schedule hereunder written 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 said Agreement.

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/ market value is fixed at Rs

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 or before the execution of these presents, making together the said sum of Rs... agreed to be paid by the Purchaser to the Vendor (receipt whereof the Vendor hereby admits) he, the Vendor doth hereby convey and transfer by way of sale unto the Purchaser all that piece of land situate at ... in the Registration Sub District of ... and more particularly described in the Second Schedule hereunder written and delineated on the plan thereof hereto annexed, by red coloured boundary line (being a part of the land described in the First Schedule hereunder written) 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 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 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 the proportionate rents, rates, taxes, assessments, dues and duties 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 Subject to the right of way of the Vendor Including that of the Vendor's agents, servants, family members and visitors and his heirs executors administrators and assigns to pass and re-pass over the said passage on the piece of land hereby conveyed and leading from the said Bungalow of the Vendor to the public road known as ... by night and day on foot or by vehicles and it is provided that the said passage will be kept open and unbuilt upon and without any obstruction by the Purchaser. his heirs, executors, administrators and assigns.

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 described In the Second Schedule hereunder written 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 piece of land, hereby conveyed with Its 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. but subject to the said right of way.

- (3) the Purchaser shall, subject to what is provided hereinabove, hold the said land 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 made 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 in the said land, hereby conveyed or any part thereof by, from, under or in trust for the Vendor or his heirs, executors, administrators and assigns 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.

IN WITNESS WHEREOF the Vendor has put his hand the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

THE SECOND SCHEDULE ABOVE REFERRED TO:

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

RECEIVED the day and year first hereinabove written from the abovenamed Purchaser the sum of Rs. ... which together with the sum of Rs. ... received as earnest money as aforesaid makes up the sum of Rs. being the full consideration to be paid by him to me.

I say received.

Vendor.

Witness