

# Conveyance of Immovable Property

THIS INDENTURE made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ in the Christian Year, Two thousand \_\_\_\_ BETWEEN M/S. ABC INVESTMENTS LTD., a Company incorporated under the provisions of the Companies Act 1956 having its registered office at \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as "**THE VENDOR**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**; and (1) XYZ, and (2) PQR, both of \_\_\_\_\_, Indian Inhabitants having their address at \_\_\_\_\_ (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, Executors and Administrators) hereinafter collectively referred to as "**THE PURCHASERS**" of the OTHER PART;

WHEREAS:—

- (a) The Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the plot of land bearing Survey No. \_\_\_\_\_, C.T.S. Nos. \_\_\_\_\_ admeasuring approx. \_\_\_\_\_ sq.yds. equivalent to \_\_\_\_\_ sq.mts. or thereabouts situate at \_\_\_\_\_ together with structures standing thereon and more particularly described in the First Schedule hereunder written and delineated on the plan thereof hereto annexed and shown with red colour boundary line thereon and hereafter referred to as "**the said property**".
- (b) The Vendor under an agreement dated \_\_\_\_\_ has agreed to sell, convey and transfer to the Purchasers and the Purchasers have agreed to purchase and acquire the said property from the Vendor at or for the total lump sum price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) in fee simple and the inheritance thereof in possession free from any encumbrances whatsoever and on the other terms and conditions recorded therein.
- (c) The Vendor being the absolute owner of the said property is executing the present Indenture of Conveyance in accordance with the aforesaid agreement with the purchasers.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of \_\_\_\_\_ the \_\_\_\_\_ sum \_\_\_\_\_ of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) paid on or about the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_ as earnest money on execution of the said agreement for sale as hereinabove recited and Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) paid on execution hereof making in the aggregate sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) paid by the Purchasers to the Vendor on or before execution of these presents being the full consideration money agreed to be paid as aforesaid (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof for ever acquit release and discharge the purchasers ) the Vendor doth hereby grant, sell, convey, transfer and assure unto the Purchasers free from any encumbrances and reasonable doubts **ALL THAT** piece or parcel of land or ground with the messuages hereditaments and premises in fee simple situate at \_\_\_\_\_ bearing Survey No. \_\_\_\_\_ and C.T.S. Nos. \_\_\_\_\_ admeasuring about \_\_\_\_\_ sq.yds equivalent to \_\_\_\_\_sq.mts and more particularly described in the **First Schedule** hereunder written and delineated on the plan thereof hereto annexed and thereon shown surrounded by red coloured boundary line **TOGETHER WITH** all and

singular the structures, houses, outhouses, fencing, compound walls, edifices, buildings, court yards, areas, compounds, sewers drains ditches fences trees plants, shrubs ways paths passages commons gullies wells waters water-courses lights liberties privileges easements profits advantages rights members and appurtenances whatsoever to the said land or ground hereditaments and premises or any part thereof belonging or in any wise appurtenant to or with the same or any part thereof now or at or any time heretobefore usually held used occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant thereto.

**(i) For right of way**

**AND TOGETHER ALSO WITH** full and free right and liberty for the Purchasers their heirs, executors, administrators and assigns and the Owner or Owners or occupiers for the time being of the said property or any part thereof their tenants, agents and servants authorised by them at all times hereafter at their will and pleasure by day and/or by night and for all purposes with or without animals, carts, carriages, wagons, tractors, engines, motor cars or any vehicles laden or unladen to go pass and repass in along over and upon the strip of land \_\_\_\_\_ metres in width and \_\_\_\_\_ metres in length forming part of Survey No. \_\_\_\_\_ Hissa No. \_\_\_\_\_ the site and course of which strip of land is shown on the said plan in blue colour for the purpose of ingress to and egress from the public road known as \_\_\_\_\_ road from and to the said land hereditaments and premises hereby conveyed, transferred and assured. **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the Vendor in to out of or upon the said land hereditaments and premises or any part thereof **TO HAVE AND TO HOLD** all and singular the said hereditaments and premises hereby granted conveyed, sold transferred and assured or intended or expressed so to be with their and every of their rights members and appurtenances (all which are hereinafter called "**the said premises**") **UNTO AND TO THE USE** and benefit of the Purchasers, their heirs, executors, Administrators and assigns for ever **SUBJECT TO** the payment of all future rates assessments taxes and dues now chargeable upon the same or hereafter to become payable to the Government or to the Mumbai Municipal Corporation or any other public body or local authority in respect thereof **AND** the Vendor Doth hereby for itself and its' successors and assigns covenant with the Purchasers **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any person or persons lawfully or equitably claiming by from through under or in trust for them made done committed omitted or knowingly or willingly suffered to the contrary.

**(ii) For Title**

The Vendor now hath in itself good right full power and absolute authority to grant convey transfer and assure the said premises hereby granted conveyed transferred and assured or intended so to be unto and to the use of the purchasers in manner aforesaid.

**(iii) For peaceful possession and quiet enjoyment**

**AND THAT** it shall be lawful for the Purchasers from time to time and at all times hereafter peaceably and quietly to hold enter upon use occupy possess and enjoy the said premises hereby granted conveyed transferred and assured with their appurtenances and receive the rents issues and profits thereof and of every part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or its successors and Assigns or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for them

**(iv) Against encumbrances**

**AND THAT** free and clear and freely and clearly and absolutely acquitted exonerated released and for ever discharged or otherwise by the Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all former and other estates title charge and encumbrances whatsoever either already or hereafter 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.

**(v) For further Assurance**

**AND FURTHER** that they the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said premises hereby granted conveyed transferred and assured or any part thereof by from under or in trust for them the Vendor and its successors 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 further and other lawful and reasonable acts, deeds, matters and things conveyances and assurances in law whatsoever for the better further and more perfectly and absolutely granting unto and to the use of the purchasers in manner aforesaid as shall or may be reasonably required by the Purchasers their heirs, executors, Administrators or assigns or their Counsel in law for assuring the said premises and every part thereof hereby granted conveyed transferred and assured unto and to the use of the purchasers in manner aforesaid.

OR

Restricted Covenants (if the Vendor are Trustees, Executors and Administrators)

**AND** the Vendor so far as relates to its own acts and deeds only but not further or otherwise doth hereby covenant with the Purchasers that the Vendor has not at any time heretofore made, done, executed, omitted or knowingly or willingly permitted, suffered or been party or privy to any act, deed, matter or thing whereby or by reason or means whereof the Vendor is prevented from conveying, transferring and assuring the said premises in manner aforesaid or whereby or by reason or means whereof the same or any part thereof are can, shall or may be charged encumbered, impeached or prejudicially affected in estate title or otherwise howsoever.

**(v) Covenant for production of title deeds by the Vendor.**

**AND** the Vendor hereby covenants with the Purchasers that the Vendor shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers or any person or persons having or lawfully or equitably claiming through under or in trust for the Purchasers their heirs, executors, Administrators or assigns produce or cause to be produced to them or their Advocates or Solicitors or agents or at any trial hearing commission or examination or otherwise as occasion shall require all or any of the deeds and writings comprised in the **Second Schedule** hereto (which relate as well to the said premises as to other land hereditaments and properties belonging to the Vendor and the possession of which documents is retained by the Vendor) for the purpose of showing its title to the said premises described in the First Schedule hereunder written or any part thereof and will permit the same to be examined, inspected or given in evidence **AND** will also at the like request and cost of the Purchasers or any such other person or persons as aforesaid deliver or cause to be delivered to them such attested or other copies or abstracts of or extracts from the said deeds and writings or any of them as they may require **AND** shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated and uncanceled

**PROVIDED ALWAYS** and it is hereby declared that in case the Vendor or its successors or assigns shall deliver the said deeds and writings or any of them to any future Purchaser or Purchasers of any hereditaments to which the same may relate or to any other person or persons for the time being entitled to the custody of the said deeds and writings and shall thereupon at its own costs and charges procure such purchaser or purchasers person or persons to enter into a covenant with their Purchasers their heirs executors Administrators or assigns/covenant similar in all respects to the covenant hereinbefore contained then and in such case and immediately thereupon the said last mentioned covenant shall cease and become void and be null and void so far as regards the deeds and writings to which the said substituted covenant shall relate

**AND** the Vendor doth hereby declare that the premises hereby conveyed are fully built upon and occupied and is not vacant land under the provisions of Urban Land (Ceiling and Regulation) Act and no permission is required from Competent Authority or any other Authority under the provisions of the said Act or any other Act for transfer of the said premises in favour of the Purchasers **AND** the Vendor doth hereby confirm and record that it has on execution hereof put the Purchasers in quiet, peaceful and vacant possession of the said property as owners thereof.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

ALL THAT plot of land together with structures thereon bearing Survey No. \_\_\_\_\_, C.T.S. No. \_\_\_\_\_ and \_\_\_\_\_ admeasuring approx. \_\_\_\_\_ sq.yds equivalent to \_\_\_\_\_ sq.mtrs situate at \_\_\_\_\_ in the village \_\_\_\_\_, Taluka \_\_\_\_\_, in the Registration Sub-district of \_\_\_\_\_, District and bounded as follows:

- On or towards EAST:
- On or towards WEST:
- On or towards SOUTH:
- On or towards NORTH:

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(Being a list of the documents retained and covenanted to be produced by the Vendor)

IN WITNESS WHEREOF the Vendor has hereunto set and subscribed its common seal to this writing the day and year first hereinabove written.

THE COMMON SEAL OF the withinnamed )  
ABC INVESTMENTS LTD., the VENDOR )  
abovenamed is hereunto affixed pursuant to the )  
Resolution of its Board of Directors )

passed in that behalf, on the \_\_\_\_\_ )  
day of \_\_\_\_\_ 200 \_\_\_\_ in the presence of )  
(1) \_\_\_\_\_, Managing Director )  
and (2) \_\_\_\_\_, Director and in )  
the presence of:— )

RECEIVED the day and year first )  
hereinabove written of and from the withinnamed )  
Purchasers the sum of Rs. \_\_\_\_\_/- )  
(Rupees \_\_\_\_\_ only) )  
by Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ )  
drawn on \_\_\_\_\_ )  
for Rs. \_\_\_\_\_/- which together with )  
Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) )  
received as earnest money as within recited makes )  
In the aggregate the sum of Rs. \_\_\_\_\_/- )  
(Rupees \_\_\_\_\_ only) )  
being the full consideration money as )  
withinmentioned to be paid by them )

Rs. \_\_\_\_\_/-

WE SAY RECEIVED

WITNESSES:

- 1.
- 2.

VENDOR

**NOTE:** To be adapted to suit particular circumstances.