**Deed Of Sale By Co-Owners Of Undivided Property**

THIS DEED OF VENDING IS MADE on. ............ day of .................., BETWEEN A, son of ................ resident at .............. and C, son of ........... resident at .................. after it referred to as the sellers (which term shall include their successors, heirs and legal representatives) of the one part and E, son of ............... resident at ............ after it referred to as the buyer (which term shall include his heirs, nominees and assignees) of the other part.

Whereas one P late of, etc. who was a Hindu ruled by the Dayabhaga/Bengal School of Hindu Law expired on the .............. day of. .........intestate, leaving him living only two sons i.e., the said A and C as his successors and legal representatives per said school and whereas the said P left inter alia the following estate as portion of his property and whereas the estate of the said P has been fully administered and whereas the said A and C are possessing/enjoying the property jointly hereinafter stated as co-owners with equated shares without effecting any division/partition thereof and whereas the said A and C have consented to vend the said properties free from all encumbrances, to the said E for the sum of Rs.............. Now this deed witnesses that in pursuance of the said covenant and in consideration of Rupees ................. paid to the said A and C  by said E at or at once prior execution of these presents the receipt whereof the said A and C hereby acknowledge, admit and confirm, they, the said A and C and every being beneficial owner of one equal undivided moiety thereof do hereby and hereunder grant, convey, vend, transfer, assign and assure unto and to the use the said E all that, etc. parcel etc., as in a conveyance): To hold and have the same unto and to the use of the said E, his successors, executors, administrators, agent and assigns completely and for good.

and the seller doth hereby agree with the buyer that despite any deed, act, matter or thing whatsoever by the seller or any person lawfully or equitably claiming by, from, through, under or in trust for the seller, done, made committed or omitted or knowingly sustained the contrary the seller hath the rightful/complete power and authority to convey, grant and assure the said premises hereby convey/assure the said premises hereby and assure and intended so to be unto and the use of the buyer in the way aforesaid and it shall be legal for the buyer from time being and at all times after it and quietly peaceably to enter upon enjoy and possess the said premises stated in the Schedule hereunder written and to receive all rents issues/profits thereof and of every portion thereof to and for the buyer’s own use with benefit without any suit legal eviction interruption claim or demand whatsoever for or by the seller or any person legally or equitably claiming or to claim by, under or in trust for seller and that clear and free and clearly and freely and completely acquitted exonerated and forever discharged or otherwise by the seller well and sufficiently saved, defended and kept harmless and compensated of from and against all former/other properties titles charges and all encumbrances whatsoever had made executed occasioned or sustained by the seller or any other person legally or equitably claiming or to claim by from under or in trust for seller and also that the seller and all persons having or legally or equitably claiming any property or interest whatsoever in the said premises or any of them or any portion thereof from under or in trust for the seller shall and will from time to time and at all times hereafter at the request/costs of the buyer do and execute or cause to be done and executed all such further and other legal reasoned acts, deeds, things and assurances in the said land and heredity property and premises whatsoever for the better and more perfectly assuring the said premises stated in the Schedule hereunder written and for every portion thereof unto and to the buyer in the way  aforesaid as by the buyer shall be reasonably required.

The Schedule above referred to

In witness whereof the parties herein have executed these presents on the day, month and year first above-written.

Signed, sealed and delivered by the within-stated seller in the presence of:

Signed, sealed and delivered by the within-stated buyer in the presence of:

MEMO OF CONSIDERATION

Received of and from the within-named buyer the sum of Rs. ............... (Rupees .,...............) being the full consideration stated above by Bank Draft No. ................ dated .............. for Rs................... on X Bank Ltd., Calcutta Branch.

witness

Received

Signature