

**Deed of Sale by Co-owners of Undivided Property**

THIS DEED OF SALE is made the..... day of..... BETWEEN AB of, etc. and CD of, etc. (vendors), of the one part, and EF of, etc. (purchaser), of the other part.

WHEREAS one PQ late of, etc. who was a Hindu governed by the Dayabhaga or Bengal School of Hindu Law died on the..... day of..... intestate, leaving his surviving only two sons viz., the said AB and CD as his heirs and legal representatives under the said school.

AND WHEREAS the said PQ left *inter alia* the following property as part of his estate.

AND WHEREAS the estate of the said PQ has been fully administered.

AND WHEREAS the said AB and CD are in joint possession and enjoyment of the property hereinafter described as co-owners in equal shares without effecting any partition or division thereof.

AND WHEREAS the said AB and CD have agreed to sell the said properties free from encumbrances, to the said EF for the sum of Rs.....

NOW THIS DEED WITNESSES that in pursuance of the said agreement and in consideration of the sum of Rupees....., paid to the said AB and CD by the said EF at or immediately before execution of these presents the receipts whereof the said AB and CD hereby admit, acknowledge and confirm, they, the said AB and CD and each as beneficial owner of one equal undivided moiety thereof, do hereby and hereunder grant, convey, sell, transfer, assign and assure unto and to the use the said EF ALL THAT, etc. (parcel, etc., as in a conveyance); TO HAVE and TO HOLD the same unto and to the use of the said EF, his heirs, executors, administrators, representatives and assigns absolutely and for ever.

(Vendor's usual covenants as in a conveyance)

*Schedule of the Property*

IN WITNESS WHEREOF, etc.

*Signed, sealed and delivered*

AB  
CD  
EF