

Sale Deed of Agricultural Land

THIS DEED OF SALE made this..... day of..... Two Thousand..... BETWEEN..... hereinafter called the vendor of the one part AND..... hereinafter called the vendee of the OTHER PART.

AND WHEREAS the vendor is lawfully seized and possessed of or otherwise sufficiently entitled to the property described fully in the Schedule below.

AND WHEREAS the vendor (or vendor's) predecessor-in-interest exercised his option to retain the said property by submission of B form under the W.B. Estates Acquisition Act, 1953 or whereas the property described in the schedule below stands retained by reason of the then raiyat not having agricultural lands beyond the ceiling of the predecessor-in-interest as the case may be.

AND WHEREAS the land described in the Schedule below has been recorded in the finally published Khanda-Khatian of the vendor or vendor's predecessor-in-interest as the case may be.

AND WHEREAS the land fully described in the Schedule below stands retained by the vendor through operation of family ceiling as envisaged in Chapter II-B, W.B., Land Reforms Act.

AND WHEREAS the vendor has obtained previous permission in writing under Section 14C, W.B. Land Reforms Act by Revenue Office for transfer (this is necessary when the vendor is a member of Schedule Tribe) but vendee is not - it is appropriate to quote the number of the case through which the permission was obtained.

NOW THIS DEED WITNESSES THAT in consideration of a sum of Rs..... paid by the vendee or promised to be paid by the vendee or a sum of Rs..... paid by the vendee out of the total agreed sum of Rs..... being agreed as the price of the property, and the receipt whereof being acknowledged by the vendor do hereby and hereunder grant, convey, sell, transfer, assign and assure all his estate and interest in the schedule property with all appurtenances, together with all homestead, trees, tanks, hedges, ditches, ways, waters, watercourse, lights, liberties, privileges easements whatever to the land described in the Schedule.

AND ALL the estates, right, title, interest, claim and demand whatsoever of the vendor into or upon the same and every part thereof: TO HAVE AND TO HOLD the same unto and to the use of the purchaser, his heirs, executors, administrators, assigns absolutely and forever together with title deeds, writings, muniment and other evidences of title AND THE VENDOR do hereby covenant with the purchaser, his heirs, executors, administrators representatives and assigns that notwithstanding any acts, deed or things hereto before done, executed or knowingly suffered to the contrary the vendor is now lawfully seized and possessed of the said property free from any encumbrances, attachments or defect-in title whatsoever and that the vendor has full power and absolute authority to sell the said property in the manner aforesaid AND the purchaser shall hereafter peaceably and quietly hold, possess and enjoy the said property in khas without any claim or demand whatsoever from the vendor or any person claiming through or under him. AND FURTHER THAT the vendor, his heirs, executors, administrators or assigns, covenant with the purchasers, his heirs, executors, administrators and assigns to save harmless indemnify and keep indemnified the purchaser, his heirs, administrators or assigns from or against all encumbrances, charges and equities whatsoever. AND the vendor, his heirs, administrators or assigns further covenant that he or they shall at the request and cost of the purchaser, his heirs, executors, administrators or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in manner aforesaid according to the true intent and meaning of this deed.

Schedule of Property

IN WITNESS WHEREOF, etc.

Signed, sealed and delivered

by the vendor in the presence of: