

DEED IN RESPECT OF LEASEHOLD LAND

THIS INDENTURE made at the day of 19 between ABC & CO. LTD, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafer called "the Vendors" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART and XYZ & CO. LTD, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter called 'the Purchaser" which expression shall unless repugnant to the context c, meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

WHEREAS by an Indenture of sale (hereinafter called "the said sale deed") dated the (and registered with the sub-registrar of Assurances at under Sr. No of on the of of Book No. 1) and made between Shri X and Shri Y of the one part and the vendors of the other part the said X and Y conveyed unto the vendors, its successors and assigns all those pieces or parcels of land or ground situate lying and being at village in in the Registration District and sub-District of admeasuring acres and more particularly therein described and delineated on the plan annexed thereto being thereto shown surrounded by red-coloured boundary line (whereof the land more particularly described in the First Schedule hereinunder written and intended to be hereby assigned and transferred constitutes a portion) for the term of years from the at the monthly rent of Rs payable on theday of each and every English calendar month and subject to the covenants and conditions thereon contained and on the part of the lessee to be performed and observed as therein provided.

AND WHEREAS by a Deed of Confirmation dated the (and registered with the Sub-registrar of Assurances at Bombay under Sr. No. of on the day of Book No. 1) and made between as administrator of the estate and effects of the said of the one part, the vendors of the other part the said did thereby adopt, ratify, confirm and assure the said Lessee in favour of the vendors.

AND WHEREAS the Vendors have sub-divided the entire area of acres demised by the said lease into several plots (including plot Nos and more particularly described in the First Schedule hereunder written and intended to be hereby assigned and transferred) with common roads, etc. and had the layout duly approved by the Municipal Corporation of.....

AND WHEREAS by an Agreement for sale dated the and made between the vendors of the one part and the purchaser of the other part, the vendors have agreed to sell and the purchaser has agreed to purchase the said plot Nos and consisting of flats when completed free from all encumbrances at or for the price to be calculated at the rate of Rs per sq. ft. of the actual total built-up area thereon as might be by measurement as provided therein.

AND WHEREAS pursuant to clause 2(9) of the said Agreeent to, sale, a sum of Rs became payable by the purchaser to the

vendors pon the execution thereof while the balance of the price calculated as aforesaid is payable to the vendors by the purchaser by instalment. in the manner set out in the Third Schedule thereunder written.

AND WHEREAS the purchaser accordingly paid to the vendors the sum of Rs on the day of as earnest money.

AND WHEREAS the purchaser has also subsequently made further) payments to the vendors under the provision in that behalf contained in he Third Schedule to the said agreement for sale as hereunder -mentioned, that is to say-

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AND WHEREAS the said six buildings have at the date hereof been Instructed by the vendors upto the plinth thereof.

AND WHEREAS for the purpose of stamp duty the value of the said leasehold land together with the building erections and structure is estimated to be Rs (Rupees).

AND WHEREAS the Deputy Collector and Competent Authority (ULC) appointed under the provisions in that behalf contained in the Urban Land (Ceiling & Regulation) Act, 1976 has given his permission to the vendors to assign and transfer by way of sale the said land with the six buildings thereon to the purchaser as is evidenced by his order No dated day of addressed the vendors, a copy of which has been set out in the Third Schedule hereunder written.

AND WHEREAS it has been agreed that the vendors shall retain the deeds and documents comprised in the Second Schedule hereunder written which relate to the plots of land intended to be hereby assigned and transferred as also to the other plots of land retained by the vendors and shall enter into such covenants with the purchaser with regard thereto as are hereinafter contained.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for sale and in consideration of the sum of Rs (Rupees) paid on the day of as deposit or earnest money as hereinabove recited and of the further sum of-

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respectively by the purchaser to the vendors (the receipt of which said sums including the earnest money the vendors do hereby admit and acknowledge and of and from the same and every part thereof for ever acquit, release and discharge the purchaser) and the balance of Rs (Rupees) or thereabouts hereafter payable as provided in the Third Schedule to the said agreement for sale making together the sum of Rs or thereabouts being the full consideration money agreed to be paid as aforesaid. They the Vendors DO HEREBY ASSIGN, TRANSFER and unto the purchaser ALL THOSE pieces or parcels of leasehold land or ground constituting plot Nos and of the sanctioned layout and sub-division admeasuring sq. yards equivalent to sq. meters bearing survey No

..... (part), Hissa No of village in the registration Sub-District and District of and more particularly described in the First Schedule hereunder written and delineated on the plan thereof hereto annexed being thereon surrounded by red coloured boundary lines being a portion of the land demised by the said lease together with all courtyards areas, compounds, sewers, drains, ditches and fences, trees, plants, shrubs, ways, paths, passages, common gullies, well, water, water-courses, rights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said leasehold land or ground belonging or in anyway appertaining and with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or member thereof and to belong and be appurtenant thereto and all the estate right, title, interest, property claim and demand whatsoever at law and in equity of the vendors in to, out of or upon the said leasehold and hereditaments and premises or any part thereof TO HAVE AND TO HOLD all and singular the said leasehold land, hereditaments and premises and all other the premises hereby assigned and transferred or intended or expressed to be with their and every of their rights, members and appurtenances (all of which are hereinafter called the said "leasehold premises") UNTO AND TO THE USE and benefit of the purchaser, its successors and assigns henceforth for all the residue now unexpired of the term of ninety-eight years and the renewal or renewals thereof SUBJECT to the covenants and conditions contained in the said lease so far as the same relate to the said leasehold premises and henceforth on the part of the purchaser as the lessee thereof to be observed and performed and subject further to the payment of all rents, rates, charges, assessments, dues and duties now chargeable upon the same or hereafter to become payable in respect thereof to Government, the Municipal Corporation of or any other local or public body or authority in respect thereof.

AND THIS INDENTURE FURTHER WITNESSETH that in further pursuance of the said agreement for sale and for the consideration aforesaid they the vendors DO HEREBY GRANT, CONVEY, TRANSFER AND ASSURE unto the purchaser all those the buildings, erections and structures erected and standing or being erected thereon together with all sewers, drains, ditches, assessments, profits, privileges, rights, members and appurtenances whatsoever thereto belonging or in anyway appertaining and with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant thereto and all the estate right, title, interest, property, claim and demand whatsoever at law or in equity into out of or upon the said buildings, erections and structures or any part thereof to have and to hold the said buildings, erections and structures hereinbefore expressed to be hereby granted, conveyed, transferred and assured with their appurtenances (all hereinafter called the said freehold premises) unto and to the use of the purchaser for ever subject nevertheless to the payment of all rates, taxes assessments, dues and duties now chargeable upon the same or which may hereafter become payable to Government, the Municipal Corporation of or to any local or public body or authority in respect thereof.

AND THE VENDORS DO HEREBY COVENANT with the purchaser, its successors and assigns that notwithstanding any act, deed, or thing by the vendors or any person or persons lawfully or equitably claiming from, under or in trust for the vendors done, executed, omitted or knowingly suffered to the contrary the said lease is now valid and subsisting and not in anyway forfeited, surrendered or become void or voidable and that the covenants and conditions on the part of the vendors by and in the said lease reserved and contained have been duly performed and observed upto the date of these presents and that notwithstanding any such act, deed or thing as aforesaid the vendors now have good right, full power and absolute authority to grant, assign

and transfer the said leasehold premises hereinbefore assigned and transferred or expressed so to be and to grant, convey, transfer and assure the said freehold premises unto and to hereinbefore granted, conveyed, transferred and assured or expressed so to be unto and to the use of the purchaser in manner aforesaid and that it shall be lawful for the purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said leasehold premises hereinbefore assigned and transferred or expressed so to be and the said freehold premises hereinbefore granted, conveyed, transferred and assured or expressed so to be with their respective appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit without any lawful eviction, interruption, claim or demand whatsoever from or by the vendors or from any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the vendors and that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the vendors well and sufficiently saved, defended, kept harmless and indemnified by, from and against all former and other estates, title, charges and encumbrances whatsoever either held or to be hereafter had, made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them and that the vendors and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said leasehold premises hereinbefore assigned and transferred and the said freehold premises hereinbefore granted, conveyed, transferred and assured or any of them or any part thereof by, from, under or in trust for the vendors shall and will from time to time and at all times hereafter at the request and costs of the purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances, assignments and assurances in law whatsoever for the better, further and more effectually assuring the said leasehold premises and the said freehold premises or any of them or any part thereof unto and to the use of the purchaser in manner aforesaid as shall or may be reasonably required by the purchaser. AND THIS INDENTURE ALSO WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the premises the vendors do for themselves, their successors and assigns with intent to bind so far as they can all persons into whose hands the said deeds and writings comprised in the Second Schedule hereunder written shall come FURTHER COVENANT with the purchaser, its successors and assigns that they the vendors 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 purchaser or any other person or persons lawfully or equitably claiming through or under the purchaser any estate or interest in the said leasehold premises hereinbefore assigned and transferred, produce or cause to be produced to the purchaser or other, the person or persons or their solicitors or agents at any trial, hearing, commission or examination or otherwise as occasion shall require all or any of the said deeds and writings comprised in the said Second Schedule hereunder written (which relate as well to the said leasehold premises as also to other land and premises belonging to the vendors and the possession of which is retained by the vendors) for the proof, defence and support of the title of the purchaser, its successors and assigns or any such other person or persons as aforesaid to the said leasehold premises more particularly described in the First Schedule hereunder written and hereinbefore assigned and transferred 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 at the cost of the purchaser, its successors and assigns or any other person or persons as aforesaid deliver or cause to be delivered to it such attested or other copies or abstracts of or extracts from the same deeds and writings respectively or any of them as it may require and shall

