

Deed of Sale of Joint Family Property for Legal Necessity

THIS DEED OF SALE made this..... day of..... BETWEEN AB for self and as Karta of and representing all other coparceners, viz., his sons named..... all constituting a Hindu Mitkshara undivided family of, etc., (hereinafter called "the vendor") which expression shall, where the subject or context allows, be deemed to include at all times hereafter all persons being from time to time the coparceners of the said family of the one part and CD of etc. (hereinafter called "the purchaser") of the other part.

WHEREAS the said joint family for several years past owned and still owns and possess *inter alia* the lands, hereditaments and premises described in Schedule A hereto as part of its estate.

AND WHEREAS the said joint family also carried on and still carries on business as dealers and suppliers of..... at No..... under the name and style of..... which suffered a heavy loss of its capital and reserves estimated at Rs..... in the year..... owing to out-break of fire..... at its godown at No..... on the day of.....

AND WHEREAS the joint family could not also pay its income-tax and other capital and revenue liabilities of the said business aggregating to Rs..... for the years..... and also its business debts estimated at Rs.....

AND WHEREAS the said joint family has at present no funds nor any other means or resources to make up the deficit as regards capital loss and to pay the liability of the family as regards the said income-tax except by sale of one of its properties.

AND WHEREAS in the circumstances aforesaid the said AB for self and as Karta of the said joint family has by an agreement in writing dated..... agreed with the said CD for sale of the property fully mentioned and described in the Schedule hereto at and for the sum of Rs.....

AND WHEREAS such sale is to the interest and for the benefit of the said joint family and its estate.

AND WHEREAS the said CD after *bona fide* and independent enquiry is satisfied about the present financial condition of the family and in particular the debts and liabilities as aforesaid and the reasons for, circumstances behind, and the necessity for the sale.

NOW THIS, INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs..... paid by the said CD to the said AB simultaneously with the execution of these presents he, the said AB doth hereby and hereunder for self and as Karta for and representing all other coparceners of the said joint family do hereby grant, sell, convey, transfer, assign and assure the said property together with all houses, buildings, fixtures etc. (as usual in a conveyance) unto and to the use of the said CD absolutely and for ever.

Usual covenants on the part of a vendor as in a conveyance.

Schedule above referred to

IN WITNESS ETC.

Signed, sealed and delivered

AB

CD