

## CONVEYANCE OF IMMOVABLE PROPERTY BY A LEGAL GUARDIAN/MANAGER OF A LUNATIC

THIS INDENTURE is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_ in the Christian Year Two thousand \_\_ **BETWEEN** \_\_\_\_\_, a Lunatic, by the hands of his/her legal guardian and manager Mr. \_\_\_\_\_ appointed pursuant to Order dated \_\_\_\_\_ of the \_\_\_\_\_ Court, having address at \_\_\_\_\_, hereinafter referred to as **“THE VENDOR”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said Lunatic and his heirs, executors and administrators) of the **ONE PART; AND (1)** \_\_\_\_\_ **and (2)** \_\_\_\_\_, both of \_\_\_\_\_, Indian Inhabitants, having their common address at \_\_\_\_\_, hereinafter collectively referred to as **“THE PURCHASERS”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators and assigns) of the **OTHER PART;**

### WHEREAS:—

- (a) The Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the plot of land bearing Survey No. \_\_, C.T.S. Nos. \_\_\_\_\_ admeasuring approx. \_\_\_\_\_ square yards equivalent to \_\_\_\_\_ square meters or thereabouts situated at \_\_\_\_\_ together

with structures standing thereon and more particularly described in the **FIRST SCHEDULE** hereunder written and delineated on the plan annexed hereto and shown with red colour boundary line thereon and hereafter referred to as “**the said property**”. The Vendor’s title to the said property arises as under:-

***(Set out flow of Vendor’s title to the said property)***

- (b) The Vendor who is the Owner of the said property is a Lunatic and/or of unsound mind.
- (c) It is in the interest and welfare of the Vendor to sell the said property at the best price available.
- (d) Pursuant to the negotiations held by \_\_\_\_\_ (**Note: Mention the relation with the minor/Vendor**), the Purchasers expressed their willingness to buy the said property at the price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) subject to the sale being approved by the Competent Court.
- (e) The said \_\_\_\_\_ accordingly applied to the Court of \_\_\_\_\_ by Petition No. \_\_\_\_\_ of \_\_\_\_\_ for appointment of himself as the legal guardian/manager of the Vendor and for permission to sell the said property for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) under the provisions of the Mental Health Act, 1987/the Mental Health Care Act, 2017.

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