

Dear Students

Semester Viii

Law department

IUB Bahawalpur

I have already submitted LMS (course contents) through Email. We have comprehensive studies in class room, prior to lockdown, on the introduction of the subject conveyancing, its relation with the other subjects, conveyance and capacity of parties, completion of the contract of conveyancing form and execution of deeds (components of deeds, deed-pole and indentures. The above said is the part of syllabus which we have already gone through in class room. The remaining portion of the course of this subject is precedents under chapter VI (forms of conveyancing). Here I have some notes and specimen of forms of conveyancing such as

| Number | Forms | Number | Forms |
|--------|--------------------|--------|---------------------|
| 1 | Agreements | 6 | Receipts |
| 2 | Sale deed | 7 | Deed of mortgage |
| 3 | Power of attorneys | 8 | Deed of partnership |
| 4 | Will | | |
| 5 | bond | | |

Dear Student

Before this that I commence writing on specimen of deeds or instruments. We should go back to our study of components of deed. Please recall your memory relating to requisites of ordinary deed of conveyancing; here I would like to revise it also.

| | | | |
|---|-----------------------------------|----|--------------------------------|
| 1 | commencement and date | 8 | Habendum |
| 2 | Recitals | 9 | Purchase and vendors covenants |
| 3 | Operative part A Consideration | 10 | Acknowledgment |

| | | | |
|---|---------------------------------|----|-------------|
| | B operative world. | | |
| 5 | Parcels | 11 | Testimonium |
| 6 | General words | | |
| 7 | The exemptions and reservations | | |

Until 1926 in England deeds began with the word [this indenture] made on such date, Since 1926 different forms or words are used and introduced for the different instruments as to the nature of deeds such as this conveyance, this deed, this settlements, this mortgages are still carry out similar.

Specimen of deeds or instruments

Agreement to sell a house

1. This agreements made on 5th day of may 2020 between Muhammad Akram s/o Muhmmad Ali cast syed aged 44 years r/o house No 1 street no5 hashmi colony Hasilpur here in called vendor of one part and Muhammad Khan s/o Dildar khan cast blooch r/o hose no 4 street no 2 Farooq colony Hasilpur here in called purchaser of the other part, Where it is agreed between the parties as fallow. The vendor will sell and the purchaser will by all that is contained in the premises house no. 1. Street no.5 situated in Hashmi colony Hasilpur with all the rights belonging appurtent there to. The sale will be free of all kinds of encumbrances.
2. The price will be Rs 200000. Tow lack out of which Rs 50000. Fifty thousands have been paid by way of earnest money to the vendor 'the receipt of which has been acknowledged by the vendor' the balance amount Rs 150000 one lack fifty thousand shall be paid at the time of execution of sale deed.
3. The title of the vender as absolute owner shall be accepted by the purchaser without any further investigation. But the vender shall be liable for any misstatement or fraudulent misrepresentation on his part regarding his title to the property.
4. The property is believed and shall be taken to be correctly described and sold subject to all outgoing, easements, restrictions and rights affecting the same and if any error, misstatement or omission shall be discovered the same shall not annul the same nor shall any compensation be allowed in respect thereof.

5. The vender will reserve to himself a right of way for his adjoining house for all purposes over the property agreed to be sold between the points marked A&B on the plan attached herewith.
6. The purchase shall be completed before 1st day of December 2020 by the purchaser paying the balance of the price and vender executing the sale deed.
7. All expenses for preparation of sale deed and cost of stamp and registration charges shall be borne by the purchaser.
8. If from any default of the purchaser the purchase shall not be completed on or before the date fixed, the purchaser shall pay interests on the unpaid balance of the price at Rs. 5 percent per mensem up to the date of completion of sale.
9. If the purchaser shall fail to comply with the terms and conditions of this agreement his earnest-money will be fortified and the vendor will be at liberty to re-sell the property and recover the deficiency in price and expenses of re-sale from the purchaser. If the vendor commits default in any of the conditions referred to above he shall be liable to pay a sum of Rs. 30,000 as damages besides refunding the earnest-money already realized by him. In witness whereof the parties hereto have set their respective assigned to this deed on the day and year first above- written.

Witness I

Witness II

Following are the specimen of other kinds of deeds. Please do your practice in the light of above given document of agreement to sell.

CHAPTER VII PARTNERSHIP

Deed of Admission of Partner

By this deed of partnership, I, A.B. son of C.D. of.....the Proprietor of the firm known as.....situated at.....do hereby agree to take.....as a partner in the said Firm, and do hereby agree and promise that out of the net earnings of the firm one-fourth share will be paid to him monthly, in consideration of his services in the firm.

And it is hereby declared and made known that the said Mr.....will not be able to have any other concern for a period of two years on any condition whatsoever, and that he will not be able either to open within an area of one square mile from.....any firm himself, or cause a firm to be opened, within that area, by any one in whom he takes interest.

In witness whereof, I, the said.....have hereto set my hand at.....
A.B.

this
Witness—

Deed of Partnership

This deed of partnership made on the.....day of.....19.....between A.B., etc., of the one part and C.D., etc., of the other part (each of them hereinafter called the "Partner").

Witnesses and it is hereby mutually agreed that the said parties shall become partners upon the following terms:—

1. The parties hereto shall become and be partners in the firm of, etc., to carry on the business of, etc., for the term of.....years, from the.....day of.....19.....or until the expiration of.....months' notice in writing to determine the partnership, left by either party for the other.

2. The name of the firm shall be.....

3. Within.....days from the commencement of the business, the firm shall be registered, and afterwards all the rules regarding the registration of firms laid down in the Partnership Act shall be duly observed.

4. The business of the firm shall be carried on at, etc., or such other place or places as the Partners may hereafter from time to time determine.

5. The capital of the firm shall be the sum of Rs.....to be contributed by the Partners in equal shares, and shall be paid immediately after the execution of these presents.

6. All outgoings and expenses of the firm shall be paid out of the capital and profits of the business, and in case of deficiency, by the partners in equal shares.

7. The profits and losses shall belong to and be borne by the partners in equal shares.

8. The said A.B. may draw out of the profits sums not exceeding Rs in each month, and the said C.D., sums not exceeding Rs but, if on taking in general accounts in any year, it appears that either partner has drawn more than his share of profits for that year, he shall refund the excess at once.
9. Both the partners shall devote the whole of their time and attention to the best advantage of the business of the firm.
10. The bankers of the firm shall be Messrs etc., or such other bankers as the partners shall from time to time mutually agreed upon, and all moneys, cheques and other securities belonging to the firm, except those required for current expenses, shall be paid into or deposited with the said bank.
11. All cheques exceeding Rs bills, and other documents being drawn for the purposes of the firm shall be signed by both the partners, but each partner shall have authority to draw all other cheques in the name of firm.
12. No partner shall purchase goods exceeding Rs in value without the previous consent of the other in writing.
13. Both the partners shall punctually pay and discharge their separate debts and liabilities, and shall keep the firm effectually indemnified against the same.
14. Neither partner shall, without the consent in writing of the other, release or compound any debt owing to the firm, or diminish security to the firm without receiving the full amount thereof, or lend any money or deliver goods belonging to, or otherwise give credit on behalf of, the firm otherwise than in the usual course of the business of the firm, or make himself liable as bail or surety for any person, or make any assignment, either absolute or by way of mortgage or declaration of trust, of his share or interest in the firm, or do or knowingly permit to be done anything whereby the property of the firm may be exposed to the danger of being seized, attached or taken in execution, or be engaged directly or indirectly in any business except the business of the firm, or employ or dismiss any servant of the firm.
15. The partners shall keep proper books of account. The books of account, securities, vouchers, etc. shall be kept at the place of the business, and be open to the inspection of each partner or his agent at all reasonable times with power to take copies.
16. On the day of 19 and on that day of every succeeding year, during the continuance of the partnership, a general account shall be taken, and a just valuation made of all the assets and liabilities of the firm such general account shall be audited by such chartered accountant as the partners shall from time to time mutually appoint, and shall be entered in a book and signed by both the partners, and when so signed, the entries in such book shall be binding on both, provided that, if within months from the date of the signing of the book any manifest error shall be found therein, such error shall be rectified.
17. The firm shall, upon dissolution, be wound up, and the assets and liabilities dealt with in accordance with the provisions of the Partnership Act.
18. If any partner infringes the clauses 9, 11, 13 and 14, respectively,

Partnership

or becomes insane, or enters into any agreement or composition for the benefit of the creditors, the other partner may forthwith determine the partnership by notice in writing, and may henceforth continue the business alone, and may publish notice of the dissolution in the local official Gazette and in local vernacular newspaper, and also inform the Registrar of Firms in writing.

19. Upon the dissolution of the firm by the death of either partner, or in case of dissolution by notice under clause 17, the other partner may purchase his shares in the effects at a valuation to be made by arbitrators or their umpire as hereinafter mentioned. The price, when ascertained, shall be paid by three (or, etc.) equal instalments at the end of four, eight and twelve calendar months (or, etc.) from such date of dissolution, and the payment of such instalments with interest at the rate of.....per cent. per annum for so much of the said price as shall for the time being remain unpaid at the date of payment of each such instalment, and also the indemnity of the retiring partner or of the executor or administrator of the deceased partner shall be secured by the bond of the continuing partner or purchaser who shall also execute all deeds and things necessary for indemnifying the outgoing partner, or his estate from all the liabilities of the firm; and the outgoing Partner, or his representatives, shall execute all such deeds and documents, and do all acts necessary for effectually vesting the purchaser the share purchased, including the goodwill, and the outgoing partner shall not carry on, or be engaged in any business competing with or interfering with the business of the firm, within a radius of.....miles of, etc., during the remainder of the said partnership term.

20. All notices required to be given to either partner hereunder shall be deemed to be duly served if deposited, addressed to such partner, at the office of the firm, or if sent by registered post.

21. Any dispute, or difference which may arise between the partners or their representatives with regard to the construction, meaning and effect of these presents, or any part thereof, or respecting the accounts, profits or losses of the business, or the rights and liabilities of the partners under these presents, or the dissolution or winding up the business, or any other matter relating to the firm, shall be referred to two arbitrators, one to be nominated by each party, and in case of difference of opinion between them, by the umpire selected by them. The provisions of Arbitration Act shall apply to such arbitration.

In witness, etc. (as in 1st Form).

Witness—

A.B.
C.D.

CHAPTER VIII

BOND

Bond

I, A.B. son of C.D. by caste.....and resident of.....having borrowed Rs. 1,000 from E.F. son of.....caste.....resident of.....hereby promise to pay to the said E.F. the said sum of money on demand with interest thereon from the date of the bond at the rate of 6 per cent. per annum.
Dated this.....day of.....

(Sd.) A.B.

1. Witness—

2. Witness—

Bond—General Form

Know all men by these presents that I, A.B., etc., having borrowed Rs.....from E.F., etc. (or being indebted etc., as in Form I).

Hereby agrees as follows :—

1. That I shall pay to the said E.F. the said sum of Rs.....on demand (or within.....years or, on the.....).

2. That I shall pay interest on the said sum or on so much thereof as shall for the time being remain unpaid at the rate of.....per cent. per annum by half-yearly payments on the.....day of.....and the.....day of.....in each year.

3. That in case any interest is not paid on due date the same shall be added to the principal and shall bear interest at the above rate and be payable on the dates hereinbefore mentioned.

Dated the.....day of.....

Witness—

A.B.

Instalment Bond

I, A.B., etc., having borrowed Rs.....from C.D., etc., hereby promise to pay to the said C.D. the said sum of Rs.....in twelve equal half-yearly instalments payable on the.....and on the.....in each year (or, in twelve instalments of the amounts and payable on the dates hereinafter mentioned) and also on the same dates interest at the rate of.....per cent. per annum from the date of this bond on the said sum or on so much thereof as shall remain due on the said dates.

And I hereby agree that in case I fail to pay up any two consecutive instalments of principal with interest due hereunder on the due dates, the whole amount then due under this bond shall become payable at once.

Details of instalments.

Amount.

A.B. Due date,

Witness—

Witness—

CHAPTER XII
POWER-OF-ATTORNEY

Power-of-Attorney to Present Documents for Registration

By this power-of-Attorney, I, A.B. son of C.D. resident of.....do hereby constitute and appoint E.P. son of G.H. of.....my lawful attorney, for me and on my behalf to appear before the Sub-Registrar, Lahore and to present for registration the deed of conveyance sale, dated.....regarding my House No.....with appurtenances and executed by me in favour of J.K. son of L.M. to admit the execution of the said document, to do any act, that may be necessary for the registration of the said document, to receive it back when it has been duly registered, and to sign and deliver for me the proper receipt for the same.

In witness whereof I hereby set my hand to these presents this.....

A.B.

Witness
.....
.....

Special Power-of-Attorney for a Court Case

In the Court of.....(Place)

A.B., etc. v. G.H., etc.

Case No.....of 19.....

For.....

Know all men by these presents (or by this Power-of-Attorney) that I, A.B., son of C.D., by caste.....and resident of.....being defendant in the Civil Suit No.....of.....pending in the Court of the.....referred to above, do hereby appoint, make and constitute E.P., son of J.K., by caste.....and resident of.....my attorney in my name and on my behalf to do or execute all or any of the following acts or things in connection with the said suit and in particular :

1. To engage or appoint any legal practitioner to conduct the said case.
2. To sign, verify and file a written statement.
3. To make and present to the Court applications in connection with any proceedings in the suit.
4. To produce or summon or receive back documentary evidence.
5. To make or file compromise or a confession of judgment and to refer the case to arbitration.
6. To deposit and withdraw any money for the purpose of any proceeding.
7. To file an application for execution of a decree or order passed in the said suit and to sign and verify such application.
8. To receive any money due to me under such decree or order and to certify payment to the Court.

9. To apply for inspection and inspect documents and records.
10. To obtain copies of documents and papers, and
11. Generally to do all other lawful acts necessary for the conduct of the said case.

And I hereby agree that all acts, deeds and things lawfully done by my said attorney shall be construed as acts, deeds and things done by me and I undertake to ratify and confirm all and whatsoever my said attorney shall lawfully do or cause to be done for me by virtue of the power hereby given.

In witness, etc. (as in 1st Form).

Witness—

A.B.

CHAPTER XIII

SALE

Simple Deed of Sale of a House

This Deed of Sale, made on the.....between A.B. son of C.D., caste.....(hereinafter called "the vendor") of the one part and E.F. son of G.H. (hereinafter called purchaser") of the other part :

Witnesses as follows :

1. In consideration of the sum of Rs. Ninety thousand (Rs. 90,000) paid by the purchaser to the vendor on the.....(the receipt of which the vendor hereby acknowledges) the vendor as owner hereby transfers to the purchaser by way of sale all that pucca built house standing on the land measuring.....sq. feet fully described in the Schedule hereto and for greater clearness delineated on the plan hereto annexed and thereon shown with its boundaries coloured red to hold the same to the purchaser as absolute owner.

2. The vendor hereby covenants with the purchaser as follows :

(1) The said premises shall be quietly entered into and upon and held and enjoyed and the rents and profits received therefrom by the purchaser without any interruption or disturbance by the vendor or any person claiming through or under him and without any lawful disturbance or interruption by any other person whomsoever.

(2) The vendor will at the cost of the person requiring the same execute and do every such assurance or thing necessary for further or more perfectly assuring the said premises to purchaser, his heirs or assigns as may reasonably be required.

(3) The interest hereby transferred subsists and the vendor has power to sell the same.

(4) The property hereby sold is free from encumbrances.

3. Provided always and it is hereby agreed that wherever such an interpretation would be requisite to give the fullest possible scope and effect to any contract or covenant herein contained the expression "the vendor" and "the purchaser" hereinbefore used include their respective heirs, legal representatives, successors and assigns.

In witness whereof the parties hereto have signed this deed on the date mentioned above.

The Schedule herein referred to.
(Description of property).

A.B.
E.F.

Witness—

(hereinafter called "the purchaser" of the other part | whereas the vendor has contracted with the purchaser for the sale to him (purchaser) of the property (describe the property) for Rs.....only ; now this deed witnesseth, that the said A.B. does hereby sell and convey to the said C.D., his heirs, executors, administrators or assigns all rights, title and interest in the property hereinbefore described, for the sum of Rs.....only to be paid by the purchaser at the time of registration of this conveyance, to the vendor or his agent duly authorised.

That the house, etc., named, etc., situate at, etc., and bounded on the north by the house of etc, on the south by the, etc, on the east, etc., and by the, etc. on the west as described above, without house, together with rights of easements whatsoever, are hereby sold and conveyed to the purchaser, free of any right, lien or encumbrance.

That the vendor hereby agrees to deliver to the purchaser, all deeds, evidence and writings now in his possession and custody relating to the title of the vendor.

That the vendor hereby further agrees that, at all times hereafter, upon any reasonable request, to execute or cause to be done all such lawful acts, deeds and things whatsoever for the better and more perfectly conveying and assuring the said property to the purchaser, his heirs, executors, administrators or assigns, as shall be reasonably required by the purchaser, his heirs, executors, administrators or assigns.

In witness whereof (as in 1st Form).

A.B.

C.D.

Witness—

✓
CHAPTER XIV
GIFT

Deed of Gift of Property in Consideration of
Natural Love

This deed of Gift, made this.....day of....., between A. B. of, etc. (hereinafter called "the Donor"), of the one part, and C. D. of, etc. (hereinafter called "the Donee"), of the other part.

Witnesses, that on account of natural love and affection between the Donor and the Donee, and as provision for the Donee after Donor's death, the said A. B. does hereby freely and voluntarily grant and transfer to the said C. D., all that, etc. (*describe the property*) and valued at Rs..... to hold the same to the Donee, his heirs, administrators or assigns absolutely.

In witnesses, etc., I do hereby put my signatures to this deed this..... day of.....19...

Witness—

A. B.

Accepted by the said Donee and signed by him in token of such acceptance.

C. D.

Deed of Gift of Property for Particular Purpose

This Gift is made the.....day of....., between A. B. of, etc. (hereinafter called "the Donor"), of the one part, and C. D. of, etc. (hereinafter called "the Donee"), of the other part.

Whereas at the request of the Donee, who is the Manager (*or, etc.*) of the, etc., the Donor has agreed to make a gift to the Donee of the property described in the Schedule hereto solely for the purpose of, etc.; Now this deed witnesses, that in pursuance of the said agreement the said A. B. does hereby transfer to the said C. D., all that property specifically described in the Schedule hereto and valued at Rs.....to hold the same to the Donee or his successors-in-office as long as the said property hereby transferred shall be used for the said purpose of, etc. and the Donee does hereby accept the gift and agrees with the Donor that, if the Donee or his successors-in-office ceases or cease to use the said property for the said purpose of, etc., this gift shall be revoked and the said property shall revert to the Donor or his heirs.

In witness, etc.

A. B.
C. D.

Witness—

(The Schedule above referred to)

Deed of Gift of Land in Trust to Charity

This Gift is made the.....day of....., between A. B. of, etc. (hereinafter called "the Donor"), of the one part and C. D. of, etc. and E. F. of, etc. (hereinafter called "the Trustees") of the other part.

Whereas it is proposed to erect a *serai* for the use of travellers of all denominations, and a committee has been appointed to collect subscriptions for the building and endowment thereof, and the Trustees are members of such committee :

And whereas the Donor has agreed to give the piece of land hereinafter described as a site for such *serai* ; Now this deed witnesses, that the said A. B. does hereby convey to the said C. D. and E. F., and their successors-in-office, all that, etc. (*describe the property*) and valued at Rs..... to hold the same to the Trustees upon trust hereinafter mentioned ; And it is hereby agreed and declared that the Trustees and their successors-in-office for the time being shall stand possessed of the land hereby conveyed and the building or buildings to be erected thereon, in trust to permit the same to be used as a *serai* for travellers of all denominations at all times of the year and without charge ; and it is hereby declared that, rules, and regulations may be framed by the trustees, for carrying out the trust.

In witness, etc. (*as in 1st Form*).

A. B.
C. D.
E. F.

CHAPTER XV

MORTGAGES & PLEDGES

Mortgage by conditional sale

This deed of mortgage, made this..... day of....., between Mr. A. B. son of C. D. (hereinafter called "the mortgagor") of the one part, and Mr. E. F. son of G. H. (hereinafter called "the mortgagee") of the other part;

Witnesses as follows:—

1. In consideration of a sum of Rs....., the mortgagor hereby transfers to the mortgagee all that property situate atwith appurtenances and premises consisting of six rooms of a single storey built and bounded as follows:—

North.....

South.....

East.....

West.....

To hold the same to the mortgagee absolutely for ever subject to the conditions hereby expressly declared by the parties hereto that if and when the mortgagor repays the said sum of Rs....., to the mortgagee with interest thereon at the rate of 5 per cent. per annum, the transfer hereby made shall become null and void, provided if the principal amount aforesaid is not paid within six years from the date hereof, then the transfer hereby made shall become an absolute sale in favour of the mortgagee.

2. The mortgagor hereby covenants with the mortgagee that the said property is free from encumbrances of all kinds whatsoever.

3. The mortgagor hereby acknowledges the payment to him of the sum of Rs....., as per cheque No.———dated———and drawn on the Bank.——

4. It is hereby agreed that wherever such an interpretation would be requisite in order to give the fullest scope and effect to any covenant or contract herein contained, the expressions "the mortgagor" and "the mortgagee" hereinbefore used include their respective heirs, executors, administrators and assigns.

In witness whereof the said mortgagor and the mortgagee set their hands to this deed, the———above stated, at Peshawar,

A. B.

E. F.

1. Witness—

2. Witness—

Mortgages and Pledges

Deed of Simple Mortgage

This mortgage-deed, made the —day of—, between A. B. of, etc. (hereinafter called "the Mortgagor"), of the one part and C. D. of, etc. (hereinafter called "the Mortgagee"), of the other part, witnesses, that in consideration of the sum of Rs.—paid to the mortgagor by the Mortgagee (the receipt whereof the Mortgagor hereby acknowledges), the said A. B. does hereby mortgage, by way of simple mortgage, to the said C. D., his heirs, executors, administrators or assigns, all that property specifically described in the Schedule hereto annexed, by way of security for the payment of the said sum of Rs.——and interest thereon at the rate of Rs.——per cent. per annum; And the Mortgagor does hereby agree that he will pay to the Mortgagee the principal sum aforesaid, together with the interest then due, on the —day of—; and the Mortgagor further agrees that, on his failure to pay the said amount of Rs.——with interest then due on the——day of——, the Mortgagee, his heirs, executors, administrators or assigns shall be entitled to cause the said mortgaged property to be sold and with the proceeds to satisfy his claim; and further, should the claim be not then satisfied, the Mortgagor does agree with the Mortgagee that the balance will be paid from his person and other property, and the Mortgagee, his heirs, executors, administrators or assigns may recover the same from him, his heirs, executors, administrators or assigns. [If required add—Provided always that the Mortgagor shall (or, shall not) be entitled to redeem the said mortgage at his option by payment of the amount of consideration at any time before the said——day of——].

In witness, etc. ———

A. B.

Witnesses —

The Schedule above referred to

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CHAPTER XIII
SALE

Simple Deed of Sale of a House

This Deed of Sale, made on the.....between A.B. son of C.D.,
caste.....(hereinafter called "the vendor") of the one part and E.P. son of
Q.R. (hereinafter called purchaser") of the other part :

Witnesses as follows :

1. In consideration of the sum of Rs. Ninety thousand (Rs. 90,000)
paid by the purchaser to the vendor on the.....(the receipt of which the
vendor hereby acknowledged) the vendor doth hereby transfer to the
purchaser by way of sale all that piece built house standing on the land
measuring.....sq. feet fully described in the Schedule hereto and for greater
clearance delineated on the plan herein annexed and thereon shown with
its boundaries coloured red to hold the same to the purchaser as absolute
owner.

2. The vendor hereby covenants with the purchaser as follows :

(1) The said premises shall be quietly entered into and upon and
held and enjoyed and the rents and profits received therefrom by the
purchaser without any interruption or disturbance by the vendor or any
person claiming through or under him and without any lawful disturbance or
interruption by any other person whatsoever.

(2) The vendor will at the cost of the person requiring the same execute
and do every such assurance or thing necessary for further or more perfectly
assuring the said premises to purchaser, his heirs or assigns as may reasonably
be required.

(3) The interest hereby transferred subsists and the vendor has power to
sell the same.

(4) The property hereby sold is free from encumbrances.

3. Provided always and it is hereby agreed that wherever such an
interpretation would be requisite to give the fullest possible scope and effect
to any contract or covenant herein contained the expression "the vendor" and
"the purchaser" hereinbefore used include their respective heirs, legal represen-
tatives, successors and assigns.

In witness whereof the parties hereto have signed this deed on the date
mentioned above.

The Schedule herein referred to.
(Description of property).

✓
A.B.
E.P.

Witness—

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Sale-Deed—Another Form

This Conveyance of Sale made.....day of.....12.....between A.B.
of, etc. (hereinafter called "the vendor" of the one part), and C.D. of, etc.