

## **Deed of Conveyance of a Part of The Building**

This Deed of Conveyance (or Transfer) is made at ..... this day of ..... between Mr. A of ..... hereinafter referred to as the Vendor of the one Part and Mr. B of ..... hereinafter referred to as the Purchaser of the other Part.

Whereas the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land with building thereon situate at .... and more particularly described in the 1st Schedule hereunder written.

And Whereas the said building consists of a ground and two upper floors each floor having one independent flat or block used for residence and the floor or the flat on the first floor is vacant and is described more particularly in the 2nd Schedule hereunder written (hereinafter referred to as the said Flat). The ground floor is occupied by a tenant of the vendor and second floor flat is occupied by the vendor and his family.

And Whereas the Purchaser has requested the Vendor to transfer to him the said flat or the first floor premises on ownership basis and which the Vendor has agreed to do at the price and in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in consideration of the sum of Rs ..... (rupees ..... ) paid by the purchaser to the Vendor (receipt whereof the Vendor doth hereby admit) He the Vendor doth hereby grant and transfer by way of sale on ownership basis the said flat or first floor premises described in the Second Schedule hereunder written and situate in and forming part of the building standing in the said piece of land described in the First Schedule hereunder written, together with the benefit of all things permanently attached thereto

And forming part thereof namely the floor, at the first floor level, outer walls of the said flat or premises and all internal construction, fittings and fixtures and flooring and upper ceiling and all privileges, easements, profits, advantages, rights and appurtenances and all the estate right, right title and interest use possession benefit claim and demand whatsoever at law or otherwise of the Vendor to the said flat or first floor premises and other the premises hereby transferred and every part thereto TO HAVE AND TO HOLD the same unto and to the use of the purchaser absolutely subject however to the proportionate liability for payment of all taxes, rates, assessment, dues and duties now charged and payable and that may become chargeable and payable from time to time hereafter in respect of the said flat to the Government or Municipal Corporation (or Council) or any other public body or local authority in respect thereof.

And for the beneficial enjoyment of the said flat or first floor premises as well as of the said land and the remaining part of the said building by the respective parties to whom they shall belong. It is hereby mutually agreed and covenanted by and between the Parties hereto as follows -

1. The Vendor hereby grants to the Purchaser and the Purchaser shall have the right in common with other occupants of the said building to pass and re-pass over the passage from the main door of the said flat leading to the staircase and over the staircase and the ground floor passage leading to the main road on which the said building abuts at all the time during day and night.
2. The Purchaser shall have no right to use the said passage or any other area outside the flat for storing any material whatsoever or to use it for any other purpose.
3. The Purchaser shall be liable to pay to the Vendor the proportionate expenses incurred by the Vendor for carrying out any repairs to the said building including the said flat or first floor premises for painting or whitewashing the outside walls including expenses for repairs to the water, electricity and drainage connections and amenities and which repairs will be of a nature common to or for the benefit or advantage of the whole building and for the maintenance and upkeep of the said whole building.
4. The Purchaser will have no right or claim to the said land on which the said building stands or any part thereof and in the event of the complete destruction of the building by fire or earthquake or any other calamity, the purchaser will have no right or claim thereto.
5. The said building shall be insured by the Vendor in the joint names of the Vendor and Purchaser for such amount as will be equal to the cost of construction thereof for the risk as to 'destruction' due to fire and in the event of the said building including the said flat being destroyed or damaged by fire the Purchaser will be entitled to the proportionate share in the insurance money paid by the insurance company. The Purchaser shall also pay to the Vendor the proportionate share in the yearly premium payable to such company.
6. The charges payable in respect of Water and Electricity in respect of the said flat or first floor premises hereby transferred will be borne by the Purchaser alone and the same if common to the whole building will be paid by the Vendor and the purchaser proportionately.
7. The Purchaser shall also be liable to pay to the Vendor proportionate expenses incurred for common expenses by way of sweepers wages, watchmen's wages if any or otherwise as any may be required to be incurred for the maintenance and protection of the said building.

8. The Purchaser shall carry out promptly all maintenance and repair work of the said flat or first floor premises which if omitted would be a danger to the other parts of the said building or any part thereof and will be responsible for the damages and liabilities that the Purchaser's failure to do so may endanger or result.

9. All the repairs to the Internal Installations of the said flat or first floor premises hereby transferred such as water, light and gas, power sewage, telephones, airconditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to or forming part of the said flat shall be at the expense of the Purchaser

10. The Purchaser shall not make any structural modifications or alterations in the said flat and the installations located therein which will affect or damage any other portion of the said building and without notifying the Vendor in writing at least two weeks before the commencement of such work.

11. The Vendor shall permit the Purchaser or his representative, when so required, to enter any part of the said land and building for the purpose of fixing any installations, making alterations or repairs to the said flat provided that such request for entry is made in advance and that such entry is convenient to the Vendor, except in case of emergency.

12. The purchaser shall not install wiring for electrical or telephone installation, television antenna, machinery or air-conditioning units etc., on the exterior parts of the said flat or in common areas without the consent of the Vendor which will not be unreasonably refused.

13. The Vendor will also not carry out any structural repairs or modifications to the said building which will cause any damage to the said flat externally or internally unless such repairs or modifications are absolutely necessary for the maintenance of the building or are required to be carried out by any legal authority.

14. Each of the parties will not do or cause to be done any act or omission of commission, which would cause nuisance or annoyance to the other.

15. No expenses for repairs or other purposes mentioned above will be incurred without the prior notice to the Purchaser and without his approval.

16. If the Vendor fails to carry out any repairs as agreed and which are required to be carried out or required by the Government or Municipality or other local authority within a reasonable time, the Purchaser will be entitled to carry out the same and in that event the Vendor will be liable to pay the proportionate part thereof to the Purchaser.

17. The proportion of the expenses and other liabilities mentioned above would mean the proportion which the total built up area on the said land bears to the built up area of the said flat or first floor premises hereby transferred.

18. The expressions 'Vendor' or 'Purchaser' used include their respective heirs, executors administrators and assigns.

19. Any amount payable by the Vendor to the Purchaser or by the Purchaser to the Vendor under these presents will be a charge on the portion of the said building belonging to him and such charge can be enforced by the other, by sale of such portion of the said property through court.

20. All the agreements or covenants hereinbefore mentioned as given by the parties hereto to each other shall be attached to and run with their respective portions of the said property to which may relate.

21. The Purchaser shall be the full owner of the said flat and subject to what is provided above his ownership will be heritable and transferable.

## II. AND THE VENDOR HEREBY COVENANTS WITH THE PURCHASER AS FOLLOWS

1. That the Vendor has in himself good right and full power to transfer the said flat or first floor premises on ownership basis in the manner aforesaid.

2. The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon and exclusively occupy or possess and enjoy the said flat or first floor premises with the appurtenances and receive the rents, income and profits thereof if any for his own use and benefit without any suit lawful eviction or interruption, claim or demand whatsoever from or by the vendor or his heirs, executors, administrators or assigns or by any person or persons claiming or to claim from or in trust for them or any of them.

3. The Purchaser shall hold the said flat or 1st floor premises freely and clearly and absolutely exonerated and for ever released or discharged or otherwise by the Vendor and well and sufficiently saved, defended kept, harmless and indemnified of, from or against all former and other estates, title, charges or encumbrances whatsoever made occasioned or suffered by the Vendor or by any other person or persons by, from, under, or in trust for him.

4. The Vendor and all persons having or claiming any estate, right, title or interest in the said flat or first floor premises hereby transferred by, from, under or In trust for the Vendor or his heirs, executors administrators or assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do an execute or cause to be done and executed all such further and other lawful acts, deeds and things In the law whatsoever for the better and more perfectly and absolutely granting the said flat or first floor premises unto and to the use of the Purchaser In manner aforesaid as by the Purchaser, his heirs, executors or administrators or assigns shall be reasonably required.

IN WITNESS WHEREOF the Vendor and the Purchaser have put their hands the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the whole property)

THE SECOND SCHEDULE ABOVE REFERRED.

(Description of the Flat Including Its built up area,  
accommodation, boundaries, floor No. etc.)

Signed and delivered by the withinnamed Vendor Mr .....

In the presence of .....

Signed by the withinnamed Purchaser Mr .....

In the presence of .....