

DEED OF CONVEYANCE OF A PROPERTY EXCLUSIVE OF A FLAT
OR FLOOR IN THE BUILDING

THIS DEED OF CONVEYANCE is made at this day of between Mr hereinafter referred to as the 'Vendor' of the One Part and Mr 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 Schedule hereunder written.

AND WHEREAS the said building consists of a ground floor and two upper floors and the ground floor is occupied by the Vendor himself with his family members and the upper floors are vacant.

AND WHEREAS the Vendor has agreed to convey or transfer by way of sale the said land and building but exclusive of the ground floor of the building to the Purchaser and the Purchaser has agreed to so purchase the same at the price and on the terms and conditions hereinafter mentioned.

AND WHEREAS the said land and building (exclusive of the ground floor premises) is valued at Rs and stamp duty thereon/market value thereon fixed at Rs is paid accordingly.

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 as earnest on the day of and the balance of Rs paid on the execution of these presents making together the sum of Rs

.....(Rupees) being the full consideration agreed to be paid by the Purchaser to the Vendor (receipt whereof the Vendor doth hereby admit) He the Vendor doth hereby convey or transfer by way of sale the said piece of land with the building/structures standing thereon situate at and more particularly described in the Schedule hereunder written and all things permanently attached thereto and standing thereon together with the benefit of all privileges, casements, profits, advantages, rights and appurtenances whatsoever to the said land and premises or any part thereof belonging or in anywise appertaining thereto (but exclusive of the whole of the ground floor built up portion or part of the said building in the occupation of the Vendor and all rights and appurtenances belonging thereto which will continue to belong to the Vendor as owner) and all the other estate, right, title and Interest of the vendor whatsoever at law or otherwise to the said land and building and other premises hereby conveyed (but exclusive of the ground floor portion as aforesaid) TO HAVE AND TO HOLD the same and the other premises hereby conveyed (but exclusive as aforesaid) unto and to the use of the Purchaser for ever and absolutely subject to the payment of all rents, rates, taxes, assessment dues and duties now chargeable and payable and t at may become chargeable and payable from time to time hereafter in respect of the said land and premises hereby conveyed (but excluding those relating to the ground floor portion of the said building) to the Government or the Municipal Corporation (or Council) or any other local or public authority.

1. And for the beneficial enjoyment of the said land and other premises hereby conveyed to the Purchaser and of the ground floor portion of the said building retained by the Vendor. by the respective parties to whom they shall belong it is agreed and covenanted by and between the parties hereto as follows;

- (1) The Purchaser hereby grants to the Vendor and the Vendor 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 Vendor 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 Vendor shall be liable to pay to the Purchaser the proportionate expenses incurred by the Purchaser for carrying out any repairs to the said building including the said flat or ground 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 Vendor 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 Vendor will have no right or claim thereto.
- (5) The said building shall be insured by the Purchaser in the joint names of the Purchaser and Vendor 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 ground floor flat being destroyed or damaged by fire the Vendor will be entitled to the proportionate share in the insurance money paid by the insurance company. The Vendor shall also pay to the Purchaser 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 ground floor premises hereby retained by the vendor and excluded from the transfer to the purchaser will be borne by the Purchaser alone and the same if common to the whole building will be paid by the Purchaser and the Vendor proportionately.
- (7) The Vendor shall also be liable to pay to the Purchaser 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 Vendor shall carry out promptly all maintenance and repair work of the said flat or ground 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 Vendor's failure to do so may endanger or result.
- (9) All the repairs to the Internal Installations of the said flat or ground floor premises hereby retained by the Vendor and not transferred to the purchaser 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 Vendor.
- (10) The Vendor 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 without notifying the Purchaser in writing at least two weeks before the commencement of such work.
- (11) The Purchaser shall permit the Vendor 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 ground floor flat provided that such request for entry is made in advance and that

such entry is convenient to the Purchaser except in case of emergency.

- (12) The Vendor shall not install wiring for electrical or telephone Installation. television antenna, machinery or air-conditioning units etc., on the exterior parts of the said ground floor flat or in common areas without the consent of the Purchaser which will not be unreasonably refused.
- (13) The Purchaser 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.
- (14) Each of the parties will not do or cause to be done any act of omission or 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 Vendor and without his approval.
- (16) If the Purchaser 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 Vendor will be entitled to carry out the same and in that event the Purchaser will be liable to pay the proportionate part thereof to the Vendor.
- (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 ground floor premises hereby transferred.
- (18) The expression 'Purchaser' or 'Vendor' used includes their respective heirs, executors administrators and assigns.
- (19) Any amount payable by the Purchaser to the Vendor or by the Vendor to the Purchaser 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 Vendor shall continue to be the full owner of the said ground floor flat and subject to what is provided above his ownership will be veritable 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 land and the building thereon (excluding the ground floor flat as aforesaid) 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 premises conveyed to him as aforesaid 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 land and other premises hereby conveyed 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 land and 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 and 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 land and 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 parties have put their hands the day and year first herein written.

THE SCHEDULE ABOVE REFERRED TO
(description of the property)

Signed and delivered by withinnamed Vendor
in the presence of

Signed and delivered by withinnamed Purchaser
In the presence of