

CONVEYANCE DEED



SURAT MUNICIPAL CORPORATION

FIRST PART - SELLAR

1. _____

2. _____

SECOND PART - PURCHASER

DETAILS OF FLAT

EWS-2 TYPE : _____

ID NO : _____ **FLAT NO :** _____

T.P. : _____ **F.P. :** _____

BANK: _____

SURAT MUNICIPAL CORPORATION

CONVEYANCE DEED

THIS INDENTURE made on the _____ day of the Month of _____ of
the Year two thousand and _____

TYPE OF AGREEMENT	VILLAGE NAME	I.P. SCHEME NO.	F.P. NO.	BUILDING NO.	FLAT NO.	BUILT-UP AREA	CARPET AREA
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02. Between the Surat Municipal Corporation (PAN : AAALS0678Q) a local self governance constituted under Gujarat Provincial Municipal Corporation Act, 1949 (Bom. LIX of 1949) acting through its Municipal Commissioner (hereinafter called the Surat Municipal Corporation / Lessor (Body) which expression shall, unless inconsistent with the context or meaning include, its successors in office and assignees) of the FIRST PART.

03. And the Purchaser 1. _____
(PAN: _____) 2. _____ (PAN: _____)
residing at : _____ (hereinafter called the Party / Lessee of the SECOND PART, which expression shall, unless inconsistent with the context or meaning, includes his Nominee, as hereinafter provided, and failing which his heirs, executors, attorneys, administrators and assignees) of the SECOND PART.

04. WHEREAS in pursuance of the Disposal of Property Regulations framed Under Section 74 of the said Act the party of the Second Part has made full payment of all the dues i.e. Rs. 5,50,000/- (Rupees Five Lacs Fifty Thousand only) which he/she had to pay in pursuance of the said Regulations and the agreements made thereunder with the Surat Municipal Corporation on or about dated As Per Attached Payment Statement being the entire purchase price of the property mentioned in Schedule "A" and has now requested the Surat Municipal Corporation to execute these presents for conveying the said property to him/her which the Surat Municipal Corporation has agreed to; and

05. WHEREAS the party of the Second Part hereby agrees to pay any amount that may be discovered subsequently as payable by him/her in connection with this property which he/she has occupied prior to these present; or has now been allowed to occupy; and

06. WHEREAS The Party of the Second Part has paid all the documental charges in regard to these presents and agrees to pay maintenance,

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insurance charges, association charges and/or service charges, if any in future.

07. It is hereby agreed by and between the parties as under :-

(1) The Party of The Second Part hereby accepts to hold the property in the form of Flat bearing No. Economically Weaker Section (category EWS-2 Type) Scheme Code EWS_____ Flat No. _____ (more particularly described in SCHEUDLE "A" attached herewith) as owner being part of the Building bearing No. Economically Weaker Section (category EWS-2 Type) Scheme Code EWS_____ Flat No. _____ situated at Economically Weaker Section (category EWS-2 Type) Scheme Code EWS_____ Flat No. _____ under jurisdiction of Surat Municipal Corporation at / in the District of Surat.

More particularly described in Schedule "B" (whole building) and the whole plot of land Economically Weaker Section (category EWS-2 Type) Scheme Code EWS_____ Flat No. _____ on which the building is or buildings are situated which is more particularly defined and boundaries whereof are for greater clearness delineated in the plan given in Schedule "C" subjected to the following stipulations :-

- (a) The party of the Second Part and described in Schedule "A" as holder shall hold property conveyed.
- (b) The party of the Second Part hereby absolve the Surat Municipal Corporation of all liabilities in respect of any rates, taxes, charges and all assessments of every description which are now or at any time hereafter be assessed, charged or imposed upon the parties of the First or Second Part or the association in respect of the property imposed by Municipality of the place concerned or by the State or Central Government or by any other local authorities. And hereafter party of the Second Part will be liable to pay all the aforesaid taxes / rates / charges or any one or more than one as the case may be.
- (c) The party of the Second Part shall hold lease hold rights in the plot of land Economically Weaker Section (category EWS-2 Type) Scheme Code EWS_____ Flat No. _____ More particularly described in Schedule "C" jointly with Co-holders through the Association

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of which the party of the Second Part is the constituent member in pursuance of the Lease Deed executed between the Surat Municipal Corporation and the Association.

(d) The present term of the lease-hold rights of the land Economically Weaker Section (category EWS-2 Type) Scheme Code EWS_____ Flat No. _____ will end on the last day of the month of May of the year two thousand one hundred Seventeen (2117).

(e) The Surat Municipal Corporation hereby agrees that it shall subsequent to the above mentioned date and so on from time to time thereafter, at the end of each successive term of ninety nine (99) years shall grant at the request and cost of the Second Party and extend the term of lease hold rights of the said land for a further period of ninety nine years, so as to be co-terminus with the period of the Lease Deed for the said land on which the said building in which the said flat is situated.

(f) The Party of the Second Part shall have the right of use of common portions and common services alongwith other occupants of the building subject to the constitution of the Association or Society, as the case may be of which the party of the Second Part is the constituent member.

(g) The condition stipulated in the Registered Agency Agreement dated _____ shall continue to form part of these presents, that the condition of the said Lease-Deed of the land on which the building containing the said Flat or Flats of the Second Party stands shall apply mutatis mutandis to this conveyance and the Party of the Second Part shall be bound to observe them, and shall not do or permit anything to be done in contravention of the said conditions.

(h) The property in question will be offered to the SURAT MUNICIPAL CORPORATION in the first instance if it is put up or brought to sale within 7 (Seven) years for EWS-1 Type and EWS-2 Type case that may be from the date of allotment at such reasonable price as fixed by the Surat Municipal Corporation. In case

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Surat Municipal Corporation refuse to purchase, it will have to be offered for sale only to persons eligible under scheme.

(i) The property in question will not be transferred to other person up to a period of Seven years from the date of Allotment, in EWS-1 Type and EWS-2 Type Scheme from date of Allotment.

(j) Surat Municipal Corporation agrees that it has no objection if the hirer / owner is mortgaging the said Flat to _____ as security for the said loan agreed to be advanced by the _____ for the purchase of the said Flat.

In the event of default, in the repayment of loan and / or any other default by owner, which makes the owner liable for the repayment of the entire amount outstanding in the said loan as per the terms of Loan Agreement. The Bank shall resale the said Flat / Property after due procedure with the permission of Surat Municipal Corporation Even during the lock in period of 7 years for EWS-1 Type and EWS-2 Type as case may be. However there is no restrictions that the subsequent purchaser should belong to the same category of income group (i.e. EWS-1 Type and EWS-2 Type) as the previous borrower / owner belongs to.

The Bank has to obtain a No Objection certificate from Surat Municipal Corporation before giving letter of allotment to subsequent purchaser of the said property / flat further. If any gain arises to the Bank (after set off their dues) during re-sell of the said flat, then such gain shall be given back to the Surat Municipal Corporation.

The original borrower / owner (defaulter) shall not have any claim, charge, lien, mortgages, right, title and interest etc. Whatsoever, over the said Flat. _____ shall issue a certificate to release any mortgage / charge / lien created on the said flat.

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- (k) The Lessee shall pay the yearly ground rent of Rs. 1/- (Rupees ONE only) clear of all deductions on or before the first day of JANUARY in each year at the office of the Lessor, the first of such payments to be made on the first day of JANUARY of the year 2018.
- (l) The Lessee shall not make any excavation upon any part of the said land or remove any stone, sand, gravel, clay or earth therefrom except for the purpose of any permitted erection, and in doing so the Lessee shall exercise reasonable care to ensure that the foundations of any buildings on the adjoining plots are not thereby adversely affected;
- (m) The Lessee shall maintain the demarcation of the site in proper order;
- (n) The Lessee shall during the said term, repair (which term shall include the usual and necessary annual internal and external painting, colour and white washing) pave, cleanliness and keep in reasonable good order and condition, to the satisfaction of the Lessor or such persons as it may appoint for the purpose, the said land and buildings, drains, compound walls, fences, and any other construction thereon ;
- (o) The Lessee shall not carry on or permit to be carried on, on the demised premises any trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than private residence which includes katha, puja, prayer and the like according to the social system, without the previous consent in writing of the Lessor and subject to such terms and conditions as the Lessor may impose and shall not do or suffer to be done, on the demised premises or any part thereof, any act or thing which may be, or grow to be, a nuisance, damage, annoyance or inconvenience to the Lessor or the Holders, or the occupiers of the other premises in the neighbourhood.

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- (p) The Lessee shall permit the Lessor or any servant of the Lessor, at all reasonable times of the day during the term hereby granted to enter into and upon the demised premises and to inspect the state of repairs thereof, and if upon such inspection, it shall appear to the Lessor that any repairs are necessary, the Lessor may direct the Lessee to execute the repairs, and upon his failure to do so, within a reasonable time, the lessor shall be entitled to execute them at the expenses in all respects of the Lessee, which expenses the Lessee hereby agrees to reimburse by paying to the Lessor such amount as the Lessor (whose decision shall be final) shall fix in that behalf.
- (q) The Lessee shall permit the Lessor or any person nominated by it or any servant or contractor of the Lessor to enter into and upon the demised premises with such workmen as may be necessary, for the purpose of laying, repairing, or replacing a water pipe line, a sewage line, or an electric supply line or any service line and for any work connected therewith, as also for the purpose of making any connection to the other buildings from the service lines laid in the demised premises.
- (r) The lessee shall not make or permit to be made any alternations in or additions to the said building or other erections for the time being on the demised premises without the previous permission in writing of the lessor and except in accordance with the terms of such permission and the plans approved by the Lessor, in case of any deviation from such terms or plan, the Lessee shall immediately upon the receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid, and if the Lessee shall neglect to correct such deviation for the span of the calendar month after the receipt by it of such notice, then it shall be lawful for the Lessor to cause such deviation to be corrected at the expense of the Lessee which expense the Lessee hereby agrees to reimburse by paying to

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-/9/-

the Lessor such amount as the Lessor (whose decision shall be final) shall fix in that behalf.

The over all dimensions of the flat conveyed are as under :-

AS PER PLAN ATTACHED HEREWIT

Boundaries of the flat conveyed are as under :-

ON NORTH : _____
ON EAST : _____
ON SOUTH : _____
ON WEST : _____

SCHEDULE "A"

(PLAN OF THE FLATS CONVEYED ARE AS UNDER)

FLAT NO. : _____ T.P.SCHEME NO. : _____
COLONY : _____ F.P. NO : _____
CITY : _____ BUILT - UP AREA : _____
DIST. : _____ CARPET AREA : _____

SCHEDULE "B"

The overall dimensions and the boundaries of the building in which the flat conveyed is situated.

: PREPARED BY :

Section Officer
Affordable Housing Cell
Surat Municipal Corporation
Surat

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SCHEDULE "C"

Plan of the land the building of which of the said Flat / Forms a part are as under.

In witness whereof, the parties hereto have put their hands the day and year written in each case.

FIRST PARTY

Witness

1. _____

NAME : _____

NAME : _____

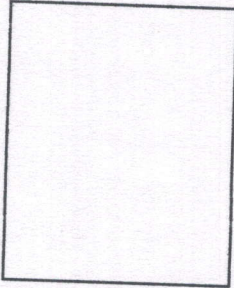
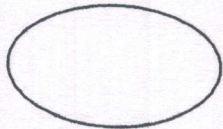
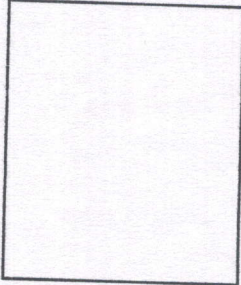
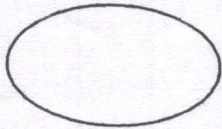
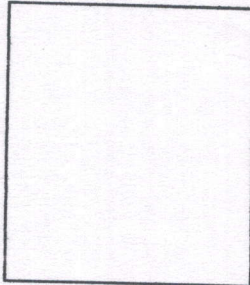
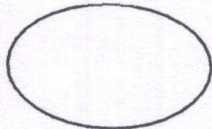
Signed, Sealed and delivered by the
Assistant Law Officer
Affordable Housing Cell
Surat Municipal Corporation
Surat

2. _____

NAME : _____

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PHOTO SCHEDULE

SR. NO.	FIRST PARTY NAME	PHOTO	THUMB
1	NAME : Signed, Sealed and delivered by the Assistant Law Officer Affordable Housing Cell Surat Municipal Corporation Surat		
	SECOND PARTY NAME	PHOTO	THUMB
1	NAME :		
2	NAME :		

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-12/-

PHOTOGRAPHS

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