

S. F.

CONVEYANCE DEED

THIS INDENTURE made on the
day of the Month ofof the year two thousand
and

2. Between the Gujarat Housing Board constituted under the Gujarat Housing Board Act No.XXVIII of 1961 acting through its Housing Commissioner (hereinafter called the 'Board' which expression shall, unless inconsistent with the context or meaning include, its successors in office and assignees) of the FIRST PART;

3. And the purchaser Shri/Smt.
.....
.....
.....

(hereinafter called the party 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;

4. **WHEREAS** in pursuance of the Disposal of Property Regulations framed under Sec.74 of the said Act the party of the Second part has made full Payment of all the dues i.e.(Rs. Rupees which he/she had to pay in pursuance of the said Regulations and the agreements made thereunder with the Gujarat Housing Board on or about datedof) being the entire purchase price of the property mentioned in Schedule 'A' and has now requested the Board to execute these presents for conveying the said property to him/her which the Board has agreed to; and

5. **WHEREAS** the party of the 2nd 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

6. **WHEREAS** the party of the 2nd part has paid all the documental charges in regard to these presents and agrees to pay maintenance, insurance charges, association charges and or service charge, if any in future.

7. 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 Flats bearing No. (more particularly described in Schedule 'A' and the plan where of with red colour in Schedule 'B' attached herewith) as owner being part of the building bearing No. situated at under jurisdiction of Estate Manager of Gujarat Housing Board at/in the district of

more particularly described in Schedule 'C' (whole building) and the whole plot of land Survey 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 in blue colour given in Schedule 'D' subject to the following stipulations:

(a) The party of the second part and described in Schedule 'A' & 'B' as holder shall hold property conveyed

(b) The party of the second part hereby absolve the board 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 Survey No..... more particularly described in Schedule 'D' jointly with co-holders through the Association of which the party of the second part is the constituent member in pursuance of the Lease-Deed executed between the Board and the Association.

(d) The present term of the lease-hold rights of the land Survey No..... will end on the last day of the month of..... of the year two thousand and;.....

(e) The Board 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 2nd 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 Gujarat Housing Board in the first instance if it is put up or brought to sale within **5 years** for MIG & 7 years for EWS & LIG as case the may be from the date of allotment at such reasonable price as fixed by the Board. In case the Gujarat Housing Board 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 five years from the date of possession, incase of MIG and Seven years incase of EWS & LIG Scheme from date of possession.

(j). The Gujarat Housing Board agrees that it has no objection if the hirer/ owner is mortgaging the said flat to bank/ NBHFC as security for the said loan agreed to be advanced by the bank/ NBHFC for the purpose of 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 / NBHFC shall resale the said Flat/ property after due procedure with the permission of G.H.B. Even during the lock in period for 5 years for MIG and 7 years for EWS & LIG as case may be. However the subsequent purchaser should belong to the same category of income group (i.e. EWS, L.I.G., M.I.G.) as the previous borrower/ owner belongs to.

The bank should obtain a certificate from G.H.B. for the "Fulfilment of category of subsequent purchaser" before giving letter of allotment to subsequent purchaser of the said property/ flat further. If any gain arises to the bank (after set off of their dues)

during re-sell of the said flat, then such gain shall be given back to original owner (defaulter)

The original borrower/ owner (defaulter) shall not have any claim, charge, lien, mortgages, right, title and interest etc. what so ever, over the said flat. (Name of Bank or NBHFC) shall issue a certificate to release any mortgage/ charge/ lien created on the said flat.

(k) The Lessee shall pay the yearly ground rent of Rs..... (Rupees) clear of all deductions on or before the first day of in each year at the office of the Lessor, the first of such payments to be made on the first day of of the year and).....

(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 whitewashing) 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.

(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 expense 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 form 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 or erect or permit to be erected any new building 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 one calender 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 the lessor such amount as the Lessor (whose decision shall be final) shall fix in that behalf;

SCHEDULE "A"

The flat conveyed includes various parts particularly given hereunder with their dimensions :-

Living/Drawing Room

Bed Room-1

Bed Room-2

Bed Room-3

Bed Room-4

Kitchen

Bath

W. C.

Otta/Balcony

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

As per Plan Attached h/w

Boundaries of the flat conveyed are as under :

ON NORTH : _____

ON EAST : _____

ON SOUTH : _____

ON WEST : _____

SCHEDULE "B"

((Plan of the flats conveyed in red colour.))

Flat No: _____

Survey No: _____

Colony: _____

T.P. Scheme No: _____

Village: _____

F. P. No: _____

Dist.: _____

Total Area: _____

PREPARED BY

Deputy Executive Engineer
Housing Division No. _____ GHB

SCHEDULE "C"

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

SCHEDULE "D"

Plan of the land the building of which of the said flat/forms a part in green colour.

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

1st Witness :

HOLDER

2nd Witness :

1st Witness :

Signed, Sealed and delivered by the
Housing Commissioner,
GUJARAT HOUSING BOARD,
AHMEDABAD.

2nd Witness :

Dt.