

LEASE CUM CONVEYANCE DEED

THIS LEASE CUM CONVEYANCE DEED made this _____ day of _____, 2018 at Ahmedabad

Between

Ahmedabad Urban Development Authority established under 5/22 of the Gujarat Town Planning and Urban Development Act, 1976 (Act No. XXVII of 1976) and having its office at AUDA SARDAR VALLBHBHAI PATEL BHAVAN, Usmanpura, Ashram

Road, Ahmedabad-380014. herein after referred to as the “**LESSOR CUM CONVEYER**” or “**THE AUTHORITY**” (Which expression shall unless repugnant to the context or meaning thereof, mean and include its successors or successors and assign or assigns) of the **ONE PART**.

AND

Name :-

Occupation :-

Age :-

Address :-

Herein after referred as “Lessee cum allot tee” (which expression shall, unless the context does not so admit, include his/her its therein heirs, executors and administrator/successor/successors) as party of the “**SECOND PART**”

Whereas the lessor cum conveyer is body corporate having perpetual succession and common seal, constituted under the provisions of the Gujarat Town Planning and Urban Development Act 1976 with power to acquire, hold and dispose of property both moveable and immovable.

Whereas the lessor cum conveyer seized and possessed of or otherwise well and sufficiently entitled to dispose of land/site/plot described herein after.

WHEREAS

The Developer Authority is seized and possessed of the land bearing final plot no ____, admeasuring ____sqmt, Town Planning Scheme No. ____, Mouje : ____, Taluka: _____ , District: _____ (herein after referred to as “the said land”) as absolute owner thereof; AND

The Developer Authority has floated a scheme known as _____(herein after referred to as “the said scheme”) and has developed and constructed on the said land Residential flats under

the said scheme and the construction plan thereof has been approved by Ahmedabad Urban Development Authority vide its raja chithi No. _____ dated:_____

And whereas the authority has for the purpose of desponding of said flats or properties construed upon said land, invited applications from eligible categories general public.

The Lessee cum allot tee has applied to purchase the Flat to be constructed in the said _____ scheme being built by the Developer Authority on the said land at the cost of Rs. 12,00,000/- (Rupees Twelve lacs only). And by holding drawing lots the Developer Authority has agreed to sell Flat no: _____admeasuring _____**sqmt** (herein after referred to as "**the said Residential Unit**") in block no. ____ in said Residential scheme to the Lessee cum allot tee as per the allotment given on the application no:_____of the Lessee cum allot tee on date:_____ wide latter no. :-____ The Lessee cum allot tee has already paid to the Developer Authority an amount of **5,50,000/-** as detailed as per payment schedule attached here towards the said cost receipt whereof the Developer Authority admits and acknowledges. The Lessee cum allot tee has made payment of the full cost thereof to the Developer Authority and possession has been handed over to Lessee cum allot tee on date:_____ wide latter no.**AUDA/ESTATE/POS/LIG/243** On execution of this conveyance deed in his/her favour the lessee cum allot tee will become the absolute owner of the said Residential Unit; AND

Through this lease cum conveyance deed only the construction area of Flat no:_____ admeasuring: _____sqmt in _____ the said Residential scheme has been conveyed to Lessee cum allot tee. Whereas the proportionate area of land on which the said residential unit is situated excluding area of road , margin, common plot and other open space ,has been leased for the period of 99 yrs. from the date of the possession of said residential unit.

And whereas authority has agreed to convey the said residential unit on terms and conditions herein after appearing.

1. The period of Lease shall be 99 years from date of this deed.
2. The period of lease may be extended or a fresh lease agreement may be entered with the Lessee cum allot tee at the description of the Lessor cum conveyer for a further period of 99 years or less. Provided lessee cum allot tee shall pay the rent at the enhanced rate as may be fixed by the Lessor cum conveyer.
3. The yearly rent shall be payable by the Lessee cum allot tee in advance. In case of default the lessee cum allot tee is liable to pay penal rent at the rate that may be fixed by the Lessor cum conveyer and/or the Lessee cum allot tee shall be liable to be evicted.
4. The Lessee cum allot tee shall not change, modify and or demolish any structural part or change the premises without the prior written permission of the Lessor cum conveyer.
5. The lessee cum allot tee shall not carry on any trade, business, anti government activity or any other activities i.e. prohibited by Law from the time being in force.
6. The Lessee cum allot tee shall pay all the rates, taxes, charges, assessment and other levies to respective all government bodies or the revenue of local or any other authorities including the tax on property of the premises. On and after the possession is handed over.
The lessee cum allot tee is now on the sole occupant and owner of the property described under SCHEDULE and is now liable to pay all taxes, assessments, cesses and charges of whatever nature including all service charges.
7. The Lessee cum allot tee shall pay all deposits, charges etc. on electricity, water and other services for initial connections, reconnections, renovation and all other similar type of maintenance.
8. The Lessee cum allot tee is prohibited to keep any cattle, birds, or other animals, which render the premises filthy or keep anything within or around the premises.

The Lessee cum allot tee may not keep Explosives and anti social things within or around the premises.

9. The Lessee cum allot tee shall always keep the premises, neat and clean and free from rubbish and under hygienic conditions.

The lessee cum allot tee shall maintain property in good condition and shall also maintain all internal and external service equipment in running and good conditions so as not to inconvenience the neighbourhood and other owner/allot tees residing in the same building or the area of the Group Housing Association area.

10. The Lessee cum allot tee shall not install a tin or any other shed and encroach or extend the area of his/her occupation by any means.

The Lessee cum allot tee may not construct any kind of temporary or fixed structure in side front or back part of property and have no right to do any act, which may affect structure of premises.

The Lessee cum allot tee may not create any kind of Structure likewise Tower/Billboard on terrace and may not use terrace for their personal use.

11. The Lessee cum allot tee shall not do or permit other person in the premises anything that may cause inconvenience to general public or neighbours or residents at the authority.

12. Water supply and drainage mains, fixtures, fittings etc. if any, shall, belong to the lessor cum conveyer and any damage to them by lessee cum allot tee shall have to be compensated by the lessee cum allot tee.

13. If the water, or electric supply or drainage connection in the premises is required by the lessee cum allot tee, the lessor cum conveyer may accord permission for installation or connection of the same and the expense of the same will be bared by lessee cum allot tee and in which case, the lessee cum allot tee shall have no right to claim the costs of the aforesaid connections from the lessor cum conveyer.

14. The Lessor cum conveyer or any person authorized by the Lessor cum conveyer shall have the right to enter the premises to inspect, connect, alter or repair any water

mains or drainage passing through the premises and the fees or charges levied from time to time for maintenance of such amenities shall have to be paid by the lessee cum allot tee.

15. The lessor cum conveyer shall have the right to terminate lessee cum allot tee at anytime during the continuance of the lease by giving one months notice in advance and resume possession in case of breach of any condition noticed by the lessor cum conveyer.
16. All conditions of application, allotment letter/order, tripartite agreement, possession letter shall be applicable and binding to lessee cum allot tee.
17. The lessor cum conveyer shall have the right, not withstanding anything contained herein to cancel the allotment and the lease, on a month's notice.
 - (i) If there is violation by the lessee cum allot tee in any of the provisions of this Deed or terms and conditions as laid down in prospective for allotment and possession of premises or as may be specified from time to time or,
 - (ii) When the period of lease expires, or
 - (iii) If the lessee cum allot tee defaults in the payment of rent or any other amounts lawfully due from him for a period of 6 (Six) year.
 - (iv) If there is violation by the lesse of any of the conditions as laid down in prospective for tri parties agreement for financial assistance of premises or as may be specified from time to time or, (if applicable)
18. The Lessor cum conveyer, however in case of cancellation of lease under 17 (above) may restore the lease on such terms and conditions as the lessor cum conveyer may think fit.
19. The lessee cum allot tee shall join in the formation of the Association for the purpose of maintenance of common services, administration of common areas and facilities sharing all the legal liabilities and rights and Lessee cum allot tee shall maintain common premises and common

facilities along with other owners and at the time of transfer above said property said liabilities shall continue to prospective buyer.

Lessee cum allot tee of property described in **Schedule** will liable for the maintenance ,repairs and replacements of common walls, area services and facilities along with other purchase jointly and shall have to bear expenses thereof proportionately with them. Terrace and other common areas shall be jointly owned and administered by the concerned lessee cum allot tees from time to time.

20. The lessee cum allot tee shall use property sold to him/her for the residential purpose only.
21. The lessee cum allot tee shall not use property sold to him/her for any purpose other than that approved under para 20 above or add or alter the existing structure materially except under specific permission to be obtained from the authority and on payment of consideration as may be determined by the authority in this behalf.

The lessee cum allot tee shall not let, sublet assign, relinquish, mortgage, transfer or otherwise part with the possession of any portion or whole of the plot or property without previous permission from the chief Executive of the authority.

The said residential unit has been allotted to the lessee cum allot tee for his/her personal residential use only. No permission to transfer the said residential unit to any other person shall be granted up to 7 years from the date of possession.

No change in the status of the lessee cum allot tee shall be permitted except under written permission by the Chief Executive Authority on and after 7 years. Notice of any such change, necessitated due to death of lessee cum allot tee or operation of law shall have to be given within 3 months from such occurrence.

22. This conveyance be subject to other permission/approval of plans etc. from the competent authorities under various legislative enactments in force from time to time.
23. Name of the project/colony/neighbourhoods centres etc. shall not be altered excepts under written permission from the authority.
24. The Lease shall also be subject to terms and conditions as may be imposed by the lessor cum conveyer from time to time.
25. This property is conveyed on “As is where is” basis.
26. For any queries judicial jurisdiction shall be of Ahmedabad.
27. The lessee cum allot tee shall obtained necessary permissions, approvals and completes other formalities as may be required from concerned authorities under various Act, Rules and Regulation in force from time to time.
28. In case of any dispute regarding the interpretation of this Deed, the decision of the lessor cum conveyer shall be final conclusive and binding on lessee cum allot tee.
29. Authority reserve right to take appropriate action on appoint of all or any of the conditions of this deed without prejudice to its statutory powers under the Gujarat Town Planner and Urban Development Act, 1976. In witness there of the authority and the lessee cum allot tee have hereinto set subscribed their hands and sent the day and years above written.
30. Over and above, the conditions as mentioned in the regulations shall be applicable.

- : PAYMENT SCHEDULE: -

(i) Total amount paid for said residential unit is as follows:

Particular	Amount
Unite Price	5,50,000/-
Approx. Revenue, Taxes, etc.	
Total	

- : SCHEDULE :-

Particulars of Property:

_____ T. P. Scheme No._____, Final Plot No.____ of Village: _____

Final plot Area:_____Sq. Mtrs.

Mouje: _____ Taluka:_____

District: **Ahmedabad** Sub-District: _____

Scheme Name:-_____, Block No-____, Flat No-_____.

Details of four side boundaries of the Property:-

NORTH :

SOUTH :

EAST :

WEST :

IN WITNESS WHEREOF THE PARTIES AFORESAID JOINT THEIR
HANDS HERE TO

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED LESSOR CUM CONVEYER.
Ahmedabad Urban Development Authority
through its Estate Officer

IN THE PRESENCE OF:-

(1) _____

(2) _____

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED LESSEE CUM ALLOT TEE-

IN THE PRESENCE OF:

(1) _____

(2) _____

Annexure as required under section 32-A of the Registration Act

Signature, photo and thumb impression of the within named Lessor
cum conveyer

Signature, photo and thumb impression of the within named Lessee
cum allot tee
