

LEASE CUM CONVEYANCE DEED

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

Between

Bavla Nagarpalika established under constitutional (74th Amendment) Act,1992 and having its office at station road, opposite Jay Ambe complex, Bavla, Dist: Ahmedabad-382220 herein after referred to as the “**DEVELOPMENT AUTHORITY** ” 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 “allottee” (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 development authority is body corporate having perpetual succession and common seal, constituted under the provisions constitutional (74th Amendment) Act,1992 with power to acquire, hold and dispose of property both moveable and immovable.

Whereas the development authority 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 Bavla Nagarpalika 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 allottee 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. _____ (_____). 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 allottee as per the allotment given on the application no: _____ of the allottee on date: _____ wide letter no. _____. The allottee has already paid to the Developer Authority an amount of _____ as detailed as per payment schedule attached here towards the said cost receipt whereof the Developer Authority admits and acknowledges. The allottee has made payment of the full cost thereof to the Developer Authority and possession has been handed over to allottee on date: _____ wide letter no. _____. On execution of this conveyance deed in his/her favour the allottee 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 allottee. 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 owned by the Development Authority of said residential unit.

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

1. The allottee shall not change, modify and or demolish any structural part or change the premises without the prior written permission of the development authority.
2. The allottee 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.
3. The allottee 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 allottee 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.
4. The allottee shall pay all deposits, charges etc. on electricity, water and other services for initial connections, reconnections, renovation and all other similar type of maintenance.
5. The allottee is prohibited to keep any cattle, birds, or other animals, which render the premises filthy or keep anything within or around the premises.
The allottee may not keep Explosives and anti social things within or around the premises.
6. The allottee shall always keep the premises, neat and clean and free from rubbish and under hygienic conditions.

The allottee 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/allottees residing in the same building or the area of the Group Housing Association area.

7. The allottee shall not install a tin or any other shed and encroach or extend the area of his/her occupation by any means.
The allottee 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 allottee may not create any kind of Structure likewise Tower/Billboard on terrace and may not use terrace for their personal use.
8. The allottee 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.
9. Water supply and drainage mains, fixtures, fittings etc. if any, shall, belong to the development authority and any damage to them by allottee shall have to be compensated by the allottee.
10. If the water, or electric supply or drainage connection in the premises is required by the allottee, the development authority may accord permission for installation or connection of the same and the expense of the same will be bared by allottee and in which case, the allottee shall have no right to claim the costs of the aforesaid connections from the development authority.
11. The Development authority or any person authorized by the Development authority 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 allottee.
12. The development authority shall have the right to terminate allottee at anytime during the continuance of the possession by giving one months notice in advance and resume possession in case of breach of any condition noticed by the development authority.
13. All conditions of application, allotment letter/order, tripartite agreement, possession letter shall be applicable and binding to allottee.

14. The development authority shall have the right, notwithstanding anything contained herein to cancel the allotment and the possession, on a month's notice.
 - (i) If there is violation by the allottee 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) If the allottee defaults in the payment of any amounts lawfully due from him.
 - (iii) If there is violation by the allottee 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)
15. The Development authority, however in case of cancellation of allottee under 14 (above) may restore the allottee on such terms and conditions as the development authority may think fit.
16. The allottee 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 allottee shall maintain common premises and common facilities along with other owners and at the time of transfer of above said property said liabilities shall continue to prospective buyer.

allottee of property described in **Schedule** will be 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 allottees from time to time.
17. The allottee shall use property sold to him/her for the residential purpose only.

18. The allottee shall not use property sold to him/her for any purpose other than that approved under para 17 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 allottee 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 allottee 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 allottee 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 allottee or operation of law shall have to be given within 3 months from such occurrence.

19. This conveyance be subjected to other permission/approval of plans etc. from the competent authorities under various legislative enactments in force from time to time.
20. Name of the project/colony/neighbourhoods centres etc. shall not be altered excepts under written permission from the authority.
21. The allottee shall also be subjected to terms and conditions as may be imposed by the development authority from time to time.
22. This property is conveyed on “As is where is” basis.
23. For any queries judicial jurisdiction shall be of Bavla.

24. The allottee shall obtain 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.
25. In case of any dispute regarding the interpretation of this Deed, the decision of the development authority shall be final conclusive and binding on allottee.
26. 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 constitutional (74th Amendment) Act, 1992. In witness there of the authority and the allottee have hereinto set subscribed their hands and sent the day and years above written.
27. 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	
Approx. Revenue, Taxes, etc.	
Total	

- : SCHEDULE :-

Particulars of Property:

_____ T. P. Scheme No._____, Final Plot No.____of Village: _____

Final plot Area:_____Sq. Mtrs.

Mouje: **Bavla** Taluka: **Bavla**

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 DEVELOPMENT AUTHORITY.
Bavla Nagarpalika
through its Chief Officer

IN THE PRESENCE OF:-

(1) _____

(2) _____

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED ALLOTTEE-

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 Development
authority

Signature, photo and thumb impression of the within named allottee
