

AGREEMENT TO LEASE
(Without Possession)

This AGREEMENT TO LEASE (“Agreement”) is made at Gandhinagar, this _____ day of _____;

BETWEEN

Gandhinagar 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 GUDA Bhavan, Near "KH-0" Circle, S. G. Highway, Sargasan, Gandhinagar-382421.

herein after referred to as the “**Lessor cum conveyer**” or “**THE AUTHORITY**” (Which expression shall unless repugnant to the context or meaning thereof,

Lessor cum conveyer	Lessee cum Allottee

mean and include its successors or successors and assign or assigns) (Chief Executive Authority, GUDA, Gandhinagar) of the **ONE PART**.

AND

MR./MRS./MS :- _____
Occupation :- _____
Age :- _____
Address :- _____
 :- _____
PAN No. :- _____
Aadhar No. :- _____

hereinafter referred to as the **“Lessee cum Allottee”**), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors , administrators and his/her assigns.

The Lessor cum conveyer (The Authority), and Lessee cum Allottee shall, hereinafter, be collectively referred to as the **“Parties”** and individually as **“Party”**.

WHEREAS:

- A. The Developer Authority is seized and possessed of land admeasuring about **22008** Sq. Mtr being part of land bearing Final Plot no. 175 being part of Town Planning Scheme No. 09/A (Sargasan-Uvarsad-Tarapur-Vasna Hadmatiiya) situated in village of Vasna Hadmatiiya, Taluka Gandhinagar, in the registration district Gandhinagar and Sub-District Gandhinagar (hereinafter referred to as **“Land”**). The Land has been more particularly described in the **First Schedule** herein below. The Developer
- B. Authority has floated a scheme known as EWS II TPS 09 FP 175, (herein after referred to as **“the said scheme”**) and has developed and constructed on the said land Residential flats under the

Lessor cum conveyer	Lessee cum Allottee

said scheme and the construction plan thereof has been approved by Gandhinagar Urban Development Authority vide its Commencement certificate dated 08/03/2022 bearing No. PRM/GMC/279/Vasna Hadmatiya-9/11/2011/4403/2022 (“**Development Permission**”).

- C. The Lessor cum conveyer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Gujarat under No. Dated, an authenticated copy of the same is attached herewith as **Annexure “_”**.
- D. And whereas the authority has for the purpose of leasing of said flats or properties constructed upon said land, invited applications from eligible categories general public, and by holding drawing lots the Developer Authority has agreed to lease Residential Unit no. ____ admeasuring _____ sq. mtrs carpet area along with the exclusive balcony _____ sq. Mtrs & Wash Area _____ sq. mtrs on ____ floor in the Block ____ of the Project (here in after referred to as “**the said Residential Unit**”) in said Residential scheme to the Lessee cum allottee as per the allotment given on the draw list serial no: of Draw held on The Residential Unit has been more particularly described in the **Second Schedule** herein below ;
- E. The Lessee cum allottee has been allotted the Flat to be constructed in the said scheme being built by the Developer Authority on the said land at the cost of Rs...../- (Rupees only) In Addition to maintenance amount of Rs_____/- (Rupees _____ Only), stamp duty, registration charges & all other legal charges are to be borne by the Lessee.
- F. Prior to the execution of these presents, the Lessee cum Allottee has paid to the Lessor cum conveyer a sum of Rs. [_____] (Rupees

Lessor cum conveyer	Lessee cum Allottee

_____ only), out of the total price payable for the Property agreed to be sold herein to the Lessee cum Allottee (the payment and receipt whereof the Lessor cum conveyer do thereby admit and acknowledge) and the Lessee cum Allottee has agreed to pay to the Lessor cum conveyer the balance of the total price in the manner hereinafter appearing.

- G. Under Section 13 of RERA, the Lessor cum conveyer is required to execute a written agreement to lease of the said Unit with the Lessee cum Allottee, being in fact these presents and also to register this Agreement under the Registration Act, 1908.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PAYMENT & DEFAULT

- 1.1 The Lessee cum Allottee shall pay to the Lessor cum conveyer, the Consideration without any delay and default, (timely payment of each instalment being essence of the contract) in the following manner:

Schedule of Payments (As per GUDA)

Sr. No	Details	Amount (in Rs.)
1		
2		
3		
4		
5		
Total (in Rs.)		
6	Maintenance charge at the time of possession	

Lessor cum conveyer	Lessee cum Allottee

Total (in Rs.)	
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- 1.2 The Lessee cum Allottee agrees to pay to the Lessor cum conveyer the aforesaid instalments within the date on which the instalment is due or the date of demand by the Lessor cum conveyer. In the event the Lessee cum Allottee defaults in making such payment within the stipulated time line as mentioned hereinabove, the Lessee cum Allottee shall be liable to pay to the Lessor cum conveyer such amount which is due along with an interest which shall be the State Bank of India highest Marginal Cost of Lending Rate plus 2% percent on all the delayed payments which become due and payable by the Lessee cum Allottee under this Agreement from the date the said amount is payable by the Lessee cum Allottee till realization of the same.
- 1.3 In case of non-payment of dues within the stipulated time, interest at the rate of interest at State Bank of India highest Marginal Cost of Lending Rate + 2% will be charged from the date of payment of instalments as well as in case of delay in payment of instalments as per the payment schedule up to six consecutive months. There will be a right as well as in such a case the decision of the authority regarding the money paid by you will be final otherwise the money deposited will be confiscated from the total amount deposited by you and the remaining money will be returned without interest.

2. CARPET AREA VARIATION

The Lessor cum conveyer shall confirm the final carpet area that has been allotted to the Lessee cum Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the

Lessor cum conveyer	Lessee cum Allottee

Lessor cum conveyer. If there is any reduction in the carpet area within the defined limit then Lessor cum conveyer shall refund the excess money paid by Lessee cum Allottee within 45 (forty-five) days without interest. If there is any increase in the carpet area allotted to Lessee cum Allottee, the Lessor cum conveyer shall demand additional amount from the Lessee cum Allottee as per the payment schedule above.

3. FLOOR SPACE INDEX

The Lessor cum conveyer hereby declares that the Floor Space Index available as on date in respect of the project Land is 59421.60 square meters only and Lessor cum conveyer has planned to utilize Floor Space Index of 59244.64 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Lessor cum conveyer has disclosed the Floor Space Index of 59244.64 square meters as proposed to be utilized on the project land in the said Project and Lessee cum Allottee has agreed to purchase the said Premises based on the proposed construction and sale of apartments to be carried out by the Lessor cum conveyer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Lessor cum conveyer only. As the property is being given on lease, the future FSI rights as well as the common area and the terrace rights will remain with the Gandhinagar Urban Development Authority Only.

4. CONSTRUCTION & COMPLIANCES

The Lessor cum conveyer hereby agrees to observe perform and comply with all the terms, conditions, stipulations, and restrictions, if any, which may have been imposed by Gandhinagar Urban Development Authority (“GUDA”), or any other concerned authorities at the time of

Lessor cum conveyer	Lessee cum Allottee

sanctioning the plans or thereafter and shall, before handing over possession of the Premises to the Lessee cum Allottee, obtain from the Gandhinagar Urban Development Authority and/or concerned authorities occupancy certificate/Building Usage Permission (“OC”) in respect thereof.

5. POSSESSION

- 5.1 Upon completion of construction of the new building and receipt of the occupation certificate in respect thereof, the Lessor cum conveyer shall endeavour to put the Lessee cum Allottee in possession to occupy the Unit, which shall be on or before 31/03/2028. However, the aforesaid timelines are subject to the Force Majeure situation and/or the extension granted by the RERA authorities in case of any other justifiable reasons.
- 5.2 The said residential unit has been allotted to the lessee cum allottee for his/her personal residential use only. Beneficiaries of Housing will not be permitted to sublet them for at least 7 years or final disbursement with bank in case of loan case from the date of possession after executing the lease cum conveyance deed.
- 5.3 No change in the status of the lessee cum allottee shall be permitted except under written permission by the Chief Executive Authority on and after 7 years from the date of possession. Notice of any such change, necessitated due to death of lessee cum allottee or operation of law shall have to be given from such occurrence.
- 5.4 However, save and except in cases of Force Majeure or the cases where RERA authority grants extension to the Lessor cum conveyer for justifiable reasons, if the Lessor cum conveyer fails or neglects to give possession of the Lessee cum Allottee within the agreed/extended timelines and the Lessee cum Allottee demand refund of the amounts paid by them to the Lessor cum conveyer,

Lessor cum conveyer	Lessee cum Allottee

the Lessor cum conveyer shall be liable to refund to the purchaser the amounts already received by him only.

5.5 Provided that the Lessor cum conveyer shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of New Building/s in which the Unit is situated is delayed on account of: -

- (a) Non-availability of Steel, Cement, other building material, water or electric supply;
- (b) War, Civil commotion or Acts of God;
- (c) Any written or oral notice, order, rule, notification of the Government and/or other public or other competent authority; or
- (d) Any other force majeure event, which is beyond control of the Lessor cum conveyer.

5.6 The Lessee cum Allottee shall take possession of the Premises within 3 (Three) months of the Lessor cum conveyer procuring occupancy certificate and giving written notice to the Lessee cum Allottee intimating that the Premises is ready for use and occupation, provided that the Consideration along with interest and any other amounts, if any due and payable, has been paid by the Lessee cum Allottee.

6. USE OF PROPERTY

The Lessee cum Allottee shall use the Unit or any part thereof or permit the same to be used only for the purpose of residence. The lessee cum allottee shall not use property leased to his/her for any purpose other than that approved for the purpose of residence or add or alter the existing structure materially except under specific written permission to

Lessor cum conveyer	Lessee cum Allottee

be obtained from the authority and on payment of consideration as may be determined by the authority in his/her behalf.

7. SOCIETY & MANAGEMENT

- 7.1 As soon as the possession is given to at least 50 % or more allottees in the said project, the unit holders in the project by themselves shall form an association of allottees (**“Maintenance Society”**) for the purpose of maintenance and management of the common facilities and common area of the entire project.
- 7.2 The lessee cum allottee shall compulsorily become member of the maintenance society and shall abide by and comply all the rules and regulations of the said maintenance society prevalent from time to time.

8. MAINTENANCE

As above said that the Lessee cum Allottee liable to pay the maintenance amount of Rs. _____/- Rupees _____ Only at the time of executing lease cum conveyance deed. The Lessee cum Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 1st day of each and every month in advance and shall not withhold the same for any reason whatsoever.

9. STRUCTURE DEFECET LIABILITY

The Lessor cum conveyer shall be liable to rectify/repair any structural defects or any defects on account of workmanship, quality in the Unit or the building in which the Unit is situated that will be pointed out by the Lessee cum Allottee for a period within 5 (five) years from the date of handing over the Property to the Lessee cum Allottee, as specified in RERA.

Lessor cum conveyer	Lessee cum Allottee

10. COVENANTS

10.1 The Lessee cum Allottee for himself/themselves doth hereby covenant with the Lessor cum conveyer as follows:-

- (a) the Lessee cum Allottee shall make timely payments of the instalment and other dues, taxes, government charges, charges payable to various authorities, levies, duties, cesses etc. payable by him/her/it on demand and meet other obligations as stipulated under this Agreement.
- (b) To maintain the Premises, at its own cost, in good and tenantable condition from the date, the Premises is taken in his possession and shall not do or suffered to be done anything in or to the building in which the Premises is situated, staircase or any passage, which may be against the rules, regulations or bye-laws or concerned local of any other authority or change/alter or make addition in or to the building in which the Premises itself or any part thereof.
- (c) The period of Lease shall be 99 years from date of execution of Lease cum Conveyance Deed.
- (d) The period of lease may be extended or a fresh lease agreement may be entered with the Lessee cum allottee at the description of the Lessor cum conveyer for a further period of 99 years or less. Provided lessee cum allottee shall pay the rent at the enhanced rate as may be fixed by the Lessor cum conveyer.
- (e) The Lessee cum allottee shall pay rent of Rs._____-/- (Rupees _____) Per Year. (As per GUDA Board Resolution No.793 of 66th Board Meeting, Board Resolution No.793 of 66th Board Meeting) The Lessee cum allottee shall Pay Rs. _____/- (Rupees _____) in advance to Lessor cum conveyer. In case of default the lessee cum allottee is

Lessor cum conveyer	Lessee cum Allottee

liable to pay penal rent at the rate that may be fixed by the Lessor cum conveyer and/or the Lessee cum allottee shall be liable to be evicted and after every five year span this rent will be double.

- (f) The Lessee cum allottee shall not install a tin or any other shed and encroach or extend the area of his/her occupation by any means.
- (g) The Lessee cum 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.
- (h) The Lessee cum allottee shall not do or permit other person in the premises anything that may cause inconvenience to general public or neighbours or residents in the said scheme.
- (i) The Lessee cum allottee is prohibited to keep any cattle, birds, or other animals, which render the premises filthy or keep anything within or around the premises.
- (j) The Lessee cum 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.
- (k) 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 allottee shall have to be compensated by the lessee cum allottee.
- (l) If the water, or electric supply or drainage connection in the premises is required by the lessee cum allottee, the Lessor cum conveyer may accord permission for installation or connection of the same and the expense of the same will be barred by lessee cum allottee and in which case, the lessee cum allottee shall have no

Lessor cum conveyer	Lessee cum Allottee

right to claim the costs of the aforesaid connections from the Lessor cum conveyer.

- (m) The lessor cum conveyer shall have the right to terminate the allotment at any time during the continuance of the lease by giving one month notice in advance and resume possession in case of breach of any condition noticed by the lessor cum conveyer.
- (n) All conditions of application form, Annexure-2, Annexure-3, Affidavits And allotment letter/order, tripartite agreement, and possession letter shall be applicable and binding to lessee cum allottee.
- (o) Lessee cum allottee 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 allottees from time to time.
- (p) The lessee cum allottee shall not let, sublet, assign, relinquish, mortgage, transfer, gift or otherwise part with the possession of any portion or whole of the property without previous written permission from the Chief Executive Authority of the Authority.
- (q) Not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the constructions or structure of building in which the Premises is situated or storing of which goods are objected by the concerned local or any other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the building in which the Premises are situated, including entrances of the building in which the Premises is situated and in case any damage is caused to the building in which

Lessor cum conveyer	Lessee cum Allottee

the Premises is situated on account of negligence or default of the Lessee cum Allottee, he shall be liable for the consequences of such breach.

- (r) To carry at his/her own cost all internal repairs to the Premises and maintain the Premises in the same conditions, state and order, in which, it was delivered by the Lessor cum conveyer to the Lessee cum Allottee and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority, and in the event of the Lessee cum Allottee committing any act in contravention of the above provision, the Lessee cum Allottee shall be responsible and liable for the consequences, thereof to be concerned local authority and or other public authority.
- (s) Not to throw dirt, rubbish, garbage or other refuses of permit the same to be thrown from the window/balcony of the Unit in the compound or any portion of the Land or the New Building/s in which the Premises are situated.
- (t) The Lessee cum Allottee shall observe and perform all the rules and regulations of the society with additions, alterations or amendments thereof that may be made, from time to time, for protection and maintenance of the New Building/s and the Units therein and for the observance and performance of the buildings rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Lessee cum Allottee shall also observe and perform all the stipulation and conditions laid down by the society regarding the occupation and use of the Premises in the New Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

Lessor cum conveyer	Lessee cum Allottee

(u) The Lessee cum Allottee shall maintain the elevation of the Premises, in the same form as the Lessor cum conveyer constructs and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Lessor cum conveyer.

10.2 The lessor cum conveyer shall have the right, notwithstanding anything contained herein to cancel the allotment and the lease, on a one month’s notice.

- (a) If there is violation by the lessee cum 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,
- (b) When the period of lease expires, or
- (c) If there is violation by the lessee of any of the conditions as laid down in prospective for tripartite agreement for financial assistance of premises or as may be specified from time to time or, (if applicable)

11. CREATION OF CHARGE

After the Lessor cum conveyer executes this Agreement, Lessee cum Allottee shall not mortgage or create a charge on the Premises allotted to the Lessee cum Allottee herein unless the same is approved in writing by the Lessor cum conveyer, and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force or without prior approval of Lessor cum Conveyer, such mortgage or charge shall not affect the right and interest of the Lessor cum Conveyer.

Lessor cum conveyer	Lessee cum Allottee

12. PAYMENT TOWARD SAID UNIT

The Lessee cum Allottee pay the amount by account-pay check / demand draft to the Lessor cum conveyer toward the allotted Unit in written the name of "**Gandhinagar Urban Development Authority**" at GUDA's office as per the above payment schedule.

13. WAIVER

Any delay, tolerance or indulgence shown by the Lessor cum conveyer in enforcing the terms of this Agreement or any forbearance or giving of time to the Lessee cum Allottee by the Lessor cum conveyer shall not be construed as a waiver on the part of the Lessor cum conveyer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Lessee cum Allottee nor shall the same in any manner prejudice to the rights of the Lessor cum conveyer.

14. COST & REGISTRATION

All Stamp duty and registration charges, all other legal & incidental charges in respect of the apartment of the Premises shall be borne and paid by the Lessee cum Allottee and the Lessor cum conveyer shall not be liable for the same. The Lessee cum Allottee shall present this Agreement at the proper Registration Office for registration within the timeframe as set out in the Indian Registration Act, 1908 and the Lessor cum conveyer will attend such office and admit execution thereof.

15. NOTICES

All notices to be served on the Parties as contemplated by this Agreement shall be deemed to have been duly served if sent to any party by Registered Post A. D. under Certificate of posting at his/her address specified in the above clause and/or to their following Address:

(i) Lessor cum conveyer - _____

Lessor cum conveyer	Lessee cum Allottee

(ii) Lessee cum Allottee - _____

16. RERA PROVISIONS

This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made there under from time to time.

17. SEVERABILITY

If any provision of this Agreement hereafter shall be determined to be void or unenforceable under applicable law, such provision shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

18. RIGHT TO AMENDMENT

This Agreement may only be amended through written consent of the Parties.

19. DISPUTE RESOLUTION

Any grievance in relation to allotment or subject matter of this agreement shall be referred to the Lessor cum Conveyer by the Lessee cum allottee in writing first and endeavour shall be made to settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under. AND in any case the courts of Gandhinagar will have the jurisdiction for this Agreement

Lessor cum conveyer	Lessee cum Allottee

20. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Property, as the case may be.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT pieces and parcels of land land admeasuring about 22008 Sq. Mtr being part of land bearing Final Plot no. 175 being part of Town Planning Scheme No. 09/A (Sargasan-Uvarsad-Tarapur-Vasna Hadmatiiya) situated in village of Yavol, Taluka Gandhinagar, in the registration district Gandhinagar and Sub-District Gandhinagar and bounded as follows:-

- East :
- West :
- South :
- North :

THE SECOND SCHEDULE ABOVE REFERRED TO

Residential Unit no. _____ admeasuring _____ sq. Mtrs carpet area along with the exclusive balcony _____ sq. mtrs & Wash Area _____ sq. Mtrs on _____ floor in the Block _____ of the Project known as _____ AND The said Residential Unit is bounded as follows:

- East :
- West :

Lessor cum conveyer	Lessee cum Allottee

South :

North :

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands hereunder on this ____ **day of** _____, _____ at **Gandhinagar**.

SIGNED, SEALED AND DELIVERED BY the
within named “**LESSOR CUM CONVEYER**”
Gandhinagar Urban Development Authority,
represented by its
Authorized signatory,
Mr. _____

SIGNED, SEALED AND DELIVERED BY the
within named “**LESSEE CUM ALLOTTEE**”

In the presence of:

- 1. _____
- 2. _____

Lessor cum conveyer	Lessee cum Allottee

SCHEDULE OF REGISTRATION ACT SECTION - 32 A

LESSOR CUM CONVEYER

Signature, photo thumb impression

LESSEE CUM ALLOTTEE

Signature, photo thumb impression

Lessor cum conveyer	Lessee cum Allottee