

LEASE CUM CONVEYANCE DEED

[Rs./- (Rupees Only)]

This**LEASE CUM CONVEYANCE DEED (“Deed”)** 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, Block No.18, 4th Floor, Udh yog Bhavan, Sector-11, Gandhinagar-382011.

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) (Chief Executive Authority, GUDA, Gandhinagar) of the **ONE PART**.

Lessor cum conveyer	Lessee cum Allottee

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 of the **SECOND PART**.

The authority, Developerand 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 Sq. Mtr being part of land bearing Final Plot no. being part of Town Planning Scheme No. (.....) situated in village of, 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.
- B. The non-agriculture use of the Land for residential purpose has already obtained and for the Residential purpose, the Land Owners have obtained permission from District Collector Office,.....

Lessor cum conveyer	Lessee cum Allottee

by order bearing no. _____ dated _____ and other terms and conditions mentioned therein..

- C. 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 Gandhinagar Urban Development Authority vide its Commencement certificate dated bearing No. (**“Development Permission”**).
- D. The Lessor cum conveyer has registered Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (**“RERA”**) with the Real Estate Regulatory Authority at Gujarat under no. _____.
- E. As per the said approved plans, the development work of the “.....” of the said Project is completed and the Building Use (BU) permission number _____ dated _____ has been received from the Gandhinagar Urban Development Authority.
- F. In accordance with the plans sanctioned, Development Permission and Commencement Certificate the Lessor cum conveyer has commenced construction of the said Project.
- G. The Authority has for the purpose of disposing 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

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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**”) 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 ;

- H. The Lessee cum allottee has applied 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) and the other registration charges, stamp duty & all other legal charges of born by the Lessee.
- I. The Parties hereto for recording the terms, conditions and their respective rights and obligations are executing this Lease cum Conveyance Deed.

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

- 1. The Parties hereby declare that the statements, declarations and representations on their respective parts as contained in the foregoing recitals as also hereinafter contained are true to their own knowledge and are made by them conscientiously, believing the same to be true knowing full well that relying upon the said statements, declarations and representations to be true and correct. The title clause, all recitals, schedules and annexures attached herewith shall form an operative part of this Deed.
- 2. **AGREEMENT FOR SALE**

Lessor cum conveyer	Lessee cum Allottee

The Parties have executed a registered Agreement for Sale bearing registration number _____ dated _____ (“**Agreement for Sale**”). It is agreed by the Parties herein that the terms and conditions of the said Agreement for Sale are applicable and shall be construed as a part of the present Deed.

3. **PAYMENT &CONVEYANCE**

3.1 In consideration of the payment of the said amount paid as mentioned below by Lessee cum Allottee to the Authoritybeing the full consideration payable by the Lessee cum Allottee for the said Property more particularly described in the Second Schedule hereunder written;

3.2 The Lessee cum Allottee has/have paid the amount to the Authority as specified herein:

Sr. No.	Amount (in Rupees)	Cheque/D.D. No./RTGS No./NEFT No.	Date	Bank Name and Branch
1.				
2.				
3.				
Total		(Rupees _____ Only)		

4. **POSSESSION & USE OF PROPERTY**

4.1 That quiet, vacant and peaceful possession of the said Premises described in Second Schedule is delivered by the Lessor cum conveyer herein to the Purchaser today and the Purchaser acknowledges the delivery of the said Premises by the lease cum allottee in good and proper condition. The Lessee cum Allottee have verified and are satisfied with the quality of construction, specifications, fixtures, fittings,

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project amenitiesand facilities, etc. and they shall not raise any objections/claims in this respect in future. The Purchaser has also verified the physical condition of the said Property and is satisfied with the same. The Lessee cum Allottee have completely satisfied itself with regards to the measurement of carpet area of the said Property and has no objections in this regard and shall not raise any dispute in future.

4.2 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.

4.3 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. MAITENANCE SOCIETY

5.1 As soon as the possession is given to at least 50 % or more allottees in the said project, the unitholders 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.

5.2 The lessee cum allottee shall compulsorily become member of the maintenance society and shall abide by and comply all

Lessor cum conveyer	Lessee cum Allottee

the rules and regulations of the said maintenance society prevalent from time to time.

6. USE BY LESSEE CUM ALLOTTEE :

- 6.1 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 be obtained from the authority and on payment of consideration as may be determined by the authority in his/her behalf.
- 6.2 The Lessee cum Allottee shall not use the said Property or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the Project or to the occupiers of the neighbouring properties nor for any immoral or illegal purposes.
- 6.3 The Lessee cum Allottee shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from its Unit in the common passages, balconies, compound or any portion of the said Project. The Lessee cum Allottee shall maintain the aesthetics of the Project. The Lessee cum Allottee shall not store in the Property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the unit is situated or storing of which is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Property is situated, including entrances of the building in which the

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Property is situated and in case any damage is caused to the said building or the Property on account of negligence or default of the Purchaser in this behalf, the Lessee cum Allottee shall be liable for the consequences of the breach.

- 6.4 The Lessee cum allottee shall not change, modify and or demolish any structural part or change the premises without the prior written permission of the Lessor cum conveyer.
- 6.5 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.
- 6.6 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.
- 6.7 That the Lessee cum Allottee shall not use the said Property as consulting room of medical professional, doctor’s clinic, classes, maternity home, professional office and for any other purpose which may be objectionable to the said Lessor cum conveyer/ Maintenance Societyand other occupiers in the said building.

7. The Lessee cum Allottee for himself/themselves dothhereby covenant with the Lessor cum conveyer as follows:-

- 7.1 The period of Lease shall be 99 years from date of this deed.
- 7.2 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.

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- 7.3 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 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.
- 7.4 The Parties hereby covenant that they have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the rights of other Party/ies may prejudicially be affected.
- 7.5 The Lessee cum 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.
- 7.6 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.
- 7.7 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.
- 7.8 The Lessee cum allottee may not create any kind of Structure likewise Tower/Billboard on terrace and may not use terrace for their personal use.

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- 7.9 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.
- 7.10 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.
- 7.11 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 right to claim the costs of the aforesaid connections from the Lessor cum conveyer.
- 7.12 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 allottee.
- 7.13 The lessor cum conveyer shall have the right to terminate lessee cum allottee 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.
- 7.14 The Lessee cum Allottee hereby agrees, that:**
- (a) The Lessee cum Allottee shall maintain at its own costs the Premises allotted by the Lessor cum Conveyer in the same good condition, state and order in which it will be delivered to the Lessee cum Allottee and shall abide by all bye laws,

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rules and regulations of the government, the Gandhinagar Urban Development Authority, Gandhinagar Municipal Corporation and Torrent Power Limited/UGVCL and any other authorities, local bodies, and the Maintenance Society/Association and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this Deed.

- (b) The Lessee cum Allotteeare aware that sometimes the leakage of water from the toilets, bathrooms and wet areas may happen in Units as well as from the neighbouring and upper Units. Leaked water/moisture may appear on the walls of said Unitand that may deteriorate the paint and plaster on the walls. Lessee cum Allotteeare aware that water being a substance in liquid state is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction and cannot be construed to be defects as mentioned in this deed. Lessee cum Allotteeagree that the Lessor cum conveyershall not be liable for any damage in the Unitdue to leakage of water and its various other after effects. However, the Lessee cum Allotteehereby undertakes to get repaired the toilets and wet areas at its own cost/expense in case the occupiers of lower or adjoining Units complain of any water leakage in their apartments.
- (c) The Lessee cum Allottee shall comply with all terms and conditions mentioned herein and in the Application form, Allotment letter, Agreement to lease etc shall also be binding upon the Lessee cum Allottee. If the Lessee cum Allotteeare found to have committed breach of any of the conditions

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then the Lessor cum conveyerand/or Maintenance Society shall be entitled to specifically enforce the terms and conditions of this Lease cum Conveyance Deed and/or agreement to lease and the Purchaser shall not object.

- (d) The said Scheme shall always be known as “.....”. This name shall not be normally changed under any circumstances by the Lessee cum Allotteeand other Unitholders.
- (e) The Lessee cum Allottee hereby agree that all aforesaid taxes, levies, cesses, imposts or such charge, cost or outlays shall be borne and paid by the Lessee cum Allotteeas may be demanded by the Lessor cum conveyer/ Maintenance Society from time to time.
- (f) The Lessee cum Allotteeaccept, confirm and record that he has been given all documents, details, particulars, as are specified under the said RERA Act and the rules and regulations made thereunder, and the Lessee cum Allotteeis satisfied in respect of the same. The Lessee cum Allottee further agree and confirm that the Lessor cum conveyerto the satisfaction of Lessee cum Allottee has carried out all functions, duties and obligations imposed upon the Lessor cum conveyerunder the said RERA, rules, regulations and guide-lines framed/issued thereunder and also under the said lease cum conveyance deed, and the Lessee cum Allottee has no complaint or grievance or objection of any nature whatsoever in respect of the same. The Lessee cum Allottee hereby acquit, release and discharge theLessor cum conveyer from its all obligations, duties and functions any and all on its part to be observed and performed generally.

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- (g) The lease cum allottee has no complaint or grievance of any nature whatsoever for the workmanship quality of construction and the materials used and for the plans, specifications and designs of the Project and the said Premises. The lease cum allottee has taken inspection of the said Premises and has checked, verified and satisfied about its area - measurement, and that the Premises is duly complete in all respect with all utilities and all required common amenities, facilities and services. The lease cum allottee has no disputes in this regards and shall not raise any dispute in future.

- (h) **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.**
 - (i) 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,

 - (ii) When the period of lease expires, or

 - (iii) 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)

7.15 The Lessor cum conveyer covenants that:

within a period of 5 (Five) years from the date of B.U.permission/handing over the Unit to the Lessee cum Allottee, the Lessee cum Allottee if brings to the notice of Lessor cum

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conveyer any structural defect in the Premises or the building in which the Premises is situated or any defects on account of the workmanship, quality or provision of service by the Lessor cum conveyer, then, wherever possible such defects shall be rectified by the Lessor cum conveyer at his own cost and in case it is not possible to rectify such defects, then the Lessee cum Allottee shall be entitled to receive from the Lessor cum conveyer, compensation equal to cost to cure / rectify such defect. Provided that the Lessor cum conveyer shall not be liable to rectify any defect or for payment of any compensation in the following events:

- a) If the cause of any such defect is not attributable to the Lessor cum conveyer or are beyond the control of the Lessor cum conveyer; or
- b) In case of natural wear-and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- c) Lessor cum conveyer shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers or the supplier; or
- d) In case where guarantees and warranties are provided by the product suppliers or service vendors, the same shall be extended to the Purchaser and to honour such warranties and guarantees shall be at the sole discretion of the party providing the same. Further where the manufacturer guarantee/warranty as provided by the party ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the

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Purchaser/Maintenance Society, the Lessor cum conveyershall not be responsible for any defects occurring due to the same; or

- e) The Maintenance Society or the individual Lessee cum Allottee has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/Lessor cum conveyer; or
- f) If the Lessee cum Allottee has defaulted in any of its covenants or is in breach of any of the terms and conditions as mentioned in this agreement; or
- g) The Lessee cum Allottee has carried out any alterations of any nature in the said Unit/Premises which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, etc. If any of such work/s is/are carried out then the defect liability automatically shall become void.

8. STAMP DUTY & REGISTRATION

The expenses for Stamp Duty, Additional Stamp Duty(if any), Registration fees, miscellaneous expenses, all other legal expensesetc in respect of this Deed shall be borne by the Lessee cum Allotteealone.

9. RERA PROVISIONS

This Deed 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.

10. SEVERABILITY

Lessor cum conveyer	Lessee cum Allottee

If any provision of this Deed 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 Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

11. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, It 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, thereunder. The courts of Gandhinagar will have the jurisdiction for any disputes.

12. ENTIRE DEED

This Deed, along with its schedules and annexures, constitutes the entire Deed 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 measuring about Sq. Mtr being part of land bearing Final Plot no. being part of Town Planning Scheme No. (.....) situated in sim of, Taluka Gandhinagar, in the registration district Gandhinagar and Sub-District Gandhinagar and the said Land is bounded as follows:-

Lessor cum conveyer	Lessee cum Allottee

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 :
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”
represented by its authorized signatory,

Mr. _____

Lessor cum conveyer	Lessee cum Allottee

**SIGNED, SEALED AND DELIVERED BY the within
named**

“LESSEE CUM ALLOTTEE”

In the presence of:

1. _____

2. _____

Lessor cum conveyer	Lessee cum Allottee

Photograph of the Property

Lessor cum conveyer	Lessee cum Allottee

Postal Address of Property :- Unit No. of Block No. on
Floor in project, TPS No.
..... (.....), FP No. at village
....., Taluka Gandhinagar, District
Gandhinagar.

Photograph of the Property

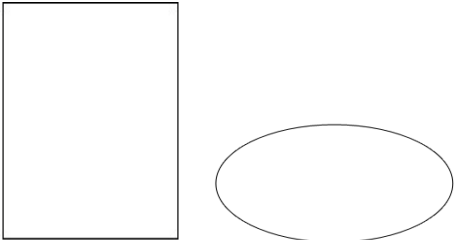
Lessor cum conveyer	Lessee cum Allottee

Postal Address of Property :-

Unit No. of Block No. on
Floor in project, TPS No.
..... (.....), FP No. at village
....., Taluka Gandhinagar, District
Gandhinagar.

SCHEDULE AS PER SECTION - 32(A)OF REGISTRATION ACT

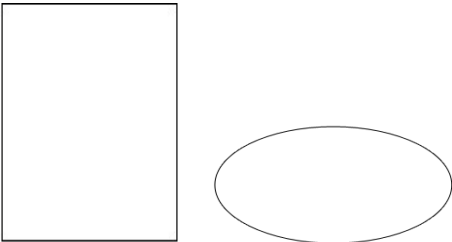
LESSOR CUM CONVEYER



Through its Authorized Signatory

MR _____

LESSEE CUM ALLOTTEE



Lessor cum conveyer	Lessee cum Allottee